## REQUEST FOR PROPOSAL

## **FOR**

# Vehicle Registration Sticker Issuance And Self-Service Kiosk Solution

From the Louisiana Office of Technology Services

On behalf of the Louisiana Department of Public Safety & Corrections,

Office of Motor Vehicles



File Number: W 3000005896 FSP

Solicitation Number: 3000005896

Proposal Opening Date: July 28, 2016

Proposal Opening Time: 10:00 A.M. (CT)

State of Louisiana
Office of State Procurement

(June 8, 2016)

#### NOTE:

ALL PROPOSERS/VENDORS THAT WISH TO RECEIVE EMAIL NOTIFICATIONS OF RFP/BID OPPORTUNITIES MUST BE REGISTERED IN LAGOV AND PAY THEIR ANNUAL VENDOR SUBSCRIPTION FEE VIA THE CONTRACTOR ENROLLMENT PORTAL.

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## REQUEST FOR PROPOSAL FOR

## Vehicle Registration Sticker Issuance And Self-Service Kiosk Solution

## PART I: ADMINISTRATIVE AND GENERAL INFORMATION

## 1.1 Background

The continually changing public service environment places increasing demands on systems and processes to satisfy customer needs for improved service delivery in a secure manner. The State desires to update and improve on various aspects of the current vehicle registration issuance process. These aspects are driven by business and operational needs. The successful Contractor shall be responsible for current operational and enhancement requirements defined in this RFP.

The Louisiana Department of Public Safety (LADPS), Office of Motor Vehicles (OMV) currently provides vehicle registration and titling services to Louisiana citizens residing in the State's sixty-four (64) parishes through eighty-four (84) field offices, one (1) mobile unit, nine (9) headquarter operations and one (1) single secure central batch printing location provided by the current Contractor. LADPS/OMV contracts with over one hundred fifty (150+) Public Tag Agencies (PTA's) to provide vehicle registration and titling services. Office of Motor Vehicles issues approximately three (3) million registration documents annually.

#### 1.1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing a <u>turnkey statewide system for issuing vehicle registration certificates and license plate stickers</u> for the LADPS, Office of Motor Vehicles.

In addition, LADPS/OMV is soliciting proposals for the <u>deployment of self-service kiosks</u>. This RFP may result in a contract to develop, install, operate, and maintain the kiosk program. LADPS/OMV's overall goal for the self-service Kiosks is to reduce customer wait time by offering alternative service delivery options. LADPS/OMV will NOT provide start-up costs.

Under the resulting contract, the Office of Technology Services (OTS) and Office of Motor Vehicles (OMV) will define and provide oversight on the desired outcomes for the solution. Contractor will be responsible for developing, building, and implementation of the Vehicle Registration and Kiosk solutions. The State understands the complexities and logistics required to successfully implement these solutions and is looking to industry for proposals that meet or exceed the goals, objectives, and requirements of this RFP. The State seeks a full service and managed system.

## 1.1.2 Goals and Objectives

The Office of Technology Services and the Department of Public Safety, Office of Motor Vehicles desires to implement a vehicle registration and license plate sticker issuance turnkey solution. In addition, the State would like to supplement its customer experience through the deployment of self-service kiosks capable of accepting credit/debit card payments to address general services and products such as:

- Vehicle Registration Renewal
- Duplicate Vehicle Registration
- Other Transactions TBD

## 1.2 Acronyms

	Acronym	Definition
A.	AAMVA	American Association of Motor Vehicle Administrators
В.	CRM	Customer Reply Mail
C.	DOA	Division of Administration
D.	DS	Deposit Slip
E.	DBA	Doing Business As
F.	EFT	Electronic Funds Transfer
G.	FEIN	Federal Employer Identification Number
H.	FTP	File Transfer Protocol
l.	FR	Financial Responsibility
J.	HQ	Headquarters
K.	HTML	Hypertext Markup Language
L.	НТТР	Hypertext Transfer Protocol
M.	ID	Identification
N.	IMB	Intelligent Mail Barcode
0.	LADPS	Louisiana Department of Public Safety
P.	LSP	Louisiana State Police
Q.	MICR	Magnetic Ink Character Recognition
R.	NSF	Non-Sufficient Funds
S.	OMV	Office of Motor Vehicles
T.	OSP	Office of State Procurement
U.	OTS	Office of Technology Services

V.	OCR	Optical Card Reader
W.	PDF	Portable Document Format
X.	PID	Position Identifier
Y.	PTA	Public Tag Agent
Z.	RUP	Rational Unified Process
AA.	RFP	Request for Proposals
BB.	SSN	Social Security Number
CC.	SQL	Structured Query Language
DD.	SME	Subject Matter Expert
EE.	SNA	Systems Network Architecture
FF.	TCP/IP	Transmission Control Protocol/Internet Protocol
GG.	VIN	Vehicle Identification Number
HH.	VPN	Virtual Private Network

## 1.2.1 Definitions

	Terms	Definition
A.	Shall	The term "shall" denote mandatory requirements per La. R.S.39:1556(52).
В.	Must	The term "must" denotes mandatory requirements.
C.	May	The term "may" denotes an advisory or permissible action.
D.	Should	The term "should" denotes a desirable action.
E.	Proposer	A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as Contractor in this document.
F.	Contract	The Contract entered into between the State and the successful Proposer of this RFP.
G.	Contractor	Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
H.	Agency	Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this State authorized to participate in any contract resulting from this solicitation.

1.	State	The State of Louisiana
J.	Discussions	For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
K.	Vehicle Registration Sticker Issuance System	The term refers to a State issued Louisiana registration and license plate decal.
L.	Office of Motor Vehicles	Office of Motor Vehicle Headquarters, Field Offices and Public Tag Agents

## 1.3 Schedule of Events

EVENT	DATE	TIME (CT)
RFP posted to LaPAC; and Blackout Period begins	June 8, 2016	
Non Mandatory Pre-Proposal Conference To be held at: Office of Motor Vehicles 7701 Independence Blvd 3rd Floor Conference Room 308 Baton Rouge, LA 70806	June 23, 2016	10:00 AM (CT)
Deadline to receive written inquiries	July 7, 2016	
Deadline to answer written inquiries	July 14, 2016	
Proposal Opening Date (Proposal Submission Deadline)	July 28, 2016	10:00 AM (CT)
Oral discussions with Proposers, if applicable	To be Scheduled	
Notice of Intent to Award to be mailed	To be Scheduled	
Contract Initiation	To be Scheduled	

NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.

## 1.4 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <a href="https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm">https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm</a>. It is available in PDF format or in printed form by submitting a written request to the RFP Contracting Officer with the Office of State Procurement. Contact information for the RFP Contracting Officer is provided in Section 1.7.2 of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received in hard copy (printed) form by the Office of State Procurement <u>no later</u> than the date and time shown in the Schedule of Events. Fax or email submissions are not acceptable.

<u>Important</u> - - <u>Clearly mark outside of envelope, box or package with the following information and format:</u>

- X Proposal Name: Vehicle Registration Sticker Issuance and Self-Service Kiosk Solution
- X File Number: W 3000005896 FSP, Solicitation Number: 3000005896
- X Proposal Opening Date and Time: July 28, 2016 10:00 A.M. (CT)

Proposers are hereby advised that the U. S. Postal Service does not make deliveries to our physical location.

Proposals may be mailed through the U. S. Postal Service to our box at:

Office of State Procurement P. O. Box 94095 Baton Rouge, LA 70804-9095

If delivering by U.S. Postal Service to the P.O. Box listed above, please allow sufficient time for the mail to then be transmitted to the Office of State Procurement. The Office of State Procurement must receive the proposal by the date specified in Section 1.3 Schedule of Events.

Proposals may be delivered by hand or courier service to our physical location at:

Office of State Procurement 1201 North 3<sup>rd</sup> St. Suite 2-160 Baton Rouge, LA 70802

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the Proposer's chosen means of proposal delivery.

Proposers should be aware of security requirements for the Claiborne building and allow time to be photographed and presented with a temporary identification badge.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. <u>NO OTHER</u> INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.

## 1.5 Proposal Response Format

Proposers should respond to this RFP with a separate Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

Proposals submitted for consideration should follow the format and order of presentation described below:

1. **Cover Letter:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the State.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon the State's request.

- a. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State <u>or</u> a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.
- b. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. If this applies, a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.
- c. The Proposer has filed with the Secretary of State an affidavit <u>or</u> resolution <u>or</u> other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. A copy of the applicable document must be submitted to the Office of State Procurement before contract award.
- d. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- 2. **Table of Contents:** Organized in the order cited in the format contained herein.
- 3. **Executive Summary:** This section shall serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

The Executive Summary should be no more than three (3) pages and provide a concise summarization of the services being proposed to meet the State's requirements.

4. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, volume of merchants, etc.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the RFP requirements. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity.

The Proposer shall have a solution that has at least met the mandatory requirements and has been successfully deployed and operational in a minimum of one (1) jurisdiction equivalent or greater to the size and population of the State of Louisiana at the time of proposal opening.

The Proposer shall have experience with the same or similar projects. The Proposer shall provide the names of three (3) clients to whom similar services have been provided within the last five (5) years including price of contract, exact functions performed by Proposer, dates work was performed, and the name, address, phone number, and email address of persons who can validate the accuracy of the information and/or quality of service provided. The State reserves the right to obtain information from any resources deemed necessary regardless of whether or not the Proposer provides the source.

If a subcontractor will be used, the Proposer shall clearly identify any subcontractor arrangements.

5. **Proposed Project Staff:** The Proposer shall provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

- 6. **Proposed Solution/Technical Response:** Each Proposer shall address how they will meet all requirements of this RFP with particular attention to the following:
  - Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the State.
  - Proposer shall define its functional approach in providing the services.
  - Proposer shall define its functional approach in identifying the tasks necessary to meet requirements.
  - Proposer shall describe the approach to Project Management and Quality Assurance.
  - Proposer shall provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.
  - Proposer shall define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within the agency's existing infrastructure.
  - Proposer shall define its strategy for project team organization and task assignments to transfer application knowledge, to position the State to be self-sufficient after implementation.
  - Proposer shall define its approach for defining system and data security.
  - Proposer shall identify areas of project risk and procedures to mitigate these risks.
  - Proposer shall define the methodology to be utilized for system design.
  - Proposer shall explain how each task and service will be performed (this should take into account project phasing, use of tools, technologies, etc.).
- 7. **Innovative Concepts:** The detailed needs and requirements for Proposer in this RFP are not intended to limit the Proposer's creativity in preparing a Proposal. Proposer may submit innovative ideas, cost saving alternatives, new concepts, partnership arrangements, and optional features in response to this RFP. However, Proposer must still address the needs and requirements stated in this RFP. Submitting only a different idea instead of addressing the needs and requirements stated in the RFP will result in the Proposer's Proposal being found nonresponsive and receiving no further consideration.

Any additional innovative concept submitted by a Proposer will only be reviewed after the required needs stated in the RFP have been addressed. The State will review such additional features to determine whether or not, in the State's sole discretion, the features enhance the rest of the Proposer's Proposal.

- 8. **Project Schedule:** The Proposal must contain a detailed schedule of the implementation plan for pilot (if applicable) and full statewide implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- 9. **Certification Statement:** The Proposer must sign and submit the Certification Statement shown in Attachment B.

10. **Financial Proposal:** The financial proposal shall be submitted in Accordance with Attachment M, and shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

#### 1.5.1 Number of Response Copies

Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal should be provided, as well as one (1) redacted copy, if the Proposer is claiming confidentiality or privilege information pursuant to Section 1.6 of this RFP. In addition, two (2) "searchable" electronic copies of the proposal and one (1) electronic redacted copy, if applicable, stored on a flash drive or CD should accompany the proposal submission.

#### 1.5.2 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## 1.6 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal **will not** be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

"The data contained in pages \_\_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the proposer's response contains confidential information, the proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The Proposer should also submit one (1) electronic redacted copy of its proposal on a flash drive or CD. The redacted copy of the proposal will be the copy produced by the State if a competing proposer or other person seeks review or copies of the Proposer's confidential date.

## If Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential," the Proposer agrees to indemnify and defend (including attorney's fees) the State and hold the State harmless against all actions or court proceedings that may ensue, which seek to order the State to disclose the information.

The State reserves the right to make any proposal, including proprietary information contained therein, available to the Office of State Procurement personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the proposal. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## 1.7 Proposal Clarifications Prior to Submittal

#### 1.7.1 Non-Mandatory Pre-Proposal Conference

A Non-Mandatory Pre-Proposal Conference will be held at **10:00 A.M. CT, June 23, 2016** at the Office of Motor Vehicles / Office of Management and Finance, 7701 Independence Blvd, Conference Room 308 (3<sup>rd</sup> Floor), Baton Rouge La, 70806. Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm intending to submit a proposal should have at least one duly authorized representative attend the Pre-Proposal Conference.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the State will be stated in writing in response to written questions.

#### 1.7.2 Proposer Inquiry Periods

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The State reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the Pre-proposal conference). All inquiries must be received by the close of business on the Inquiry Deadline date set forth in Section 1.3 Schedule of Events of this RFP. Only those inquiries received by the established deadline shall be considered by the State. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation should be delivered to the State's RFP Coordinator/Blackout Period contact person for this solicitation, Felicia M. Sonnier, by mail, express courier, e-mail, hand, or fax:

By Mail:	By Hand or Express Courier:
Office of State Procurement	Office of State Procurement
Attention: Felicia M. Sonnier	Attention: Felicia M. Sonnier
P.O. Box 94095	1201 North Third St.
Baton Rouge, LA 70804-9095	Claiborne Bldg., Suite 2-160
	Baton Rouge, LA 70802
By E-Mail: felicia.sonnier@la.gov	Phone: (225) 342-8029/ By Fax: (225) 342-9756

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of the State, including during the Blackout Period. Any communications from any other individuals are not binding to the State.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, may protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the Director of the Office of State Procurement at least two days prior to the deadline for submitting proposals.

**Note:** LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website [<a href="http://www.doa.la.gov/Pages/osp/Index.aspx">http://www.doa.la.gov/Pages/osp/Index.aspx</a>]. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have

been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, vendors must register in the LaGov portal and pay the contractor registration fee. Registration is intuitive at the following link: <a href="https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\_user=self\_reg">https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\_user=self\_reg</a>

Help scripts are available on OSP website under vendor center at: <a href="http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx">http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx</a>

#### 1.7.3 Blackout Period

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.7.2 of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or State Contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law. Further, failure to comply with these requirements may result in the proposal's disqualification.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

- A. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
- B. Duly noticed site visits and/or conferences for bidders or Proposers;
- C. Oral presentations during the evaluation process; or
- D. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

## 1.8 Errors and Omissions in Proposal

The State will not be liable for any error or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

## 1.9 Proposal Guarantee

NOT REQUIRED FOR THIS RFP

#### 1.10 Performance Bond

The successful Proposer shall be required to provide a performance (surety) bond in the amount of Three Hundred Thousand dollars (\$300,000.00) to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; Companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within ten (10) working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

#### 1.11 Changes, Addenda, Withdrawals

The State reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and should be submitted in a sealed envelope prior to the proposal opening. The submitted changes or addenda shall meet all requirements for the proposal.

## 1.12 Withdrawal of Proposal

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the Office of State Procurement.

#### 1.13 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the State pursuant to the RFP.

#### 1.14 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

## 1.15 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject any or all proposals submitted or to cancel this RFP and reissue it, if it is in the best interest of the State to do so. Further, the State reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval from the Division of Administration, Office of State Procurement.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see, La. R.S. 12:163) and limited liability companies (see, La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with the State.

## 1.16 Ownership of Proposal

All materials submitted in response to this request becomes the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the State and not returned to Proposers. Any interest in copyrighted materials in the response are not transferred to the State.

#### 1.17 Cost of Offer Preparation

The State is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

## 1.18 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

#### 1.19 Taxes

Any taxes, other than state and local sales and use taxes, from which the State is exempt, shall be assumed to be included within the Proposer's cost.

## 1.20 Proposal Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

## 1.21 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. The State shall consider the selected Proposer to be the sole point of Contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Contractor's remote systems, data center, networking facilities, and other technical environments shall exist within the continental United States.

#### 1.22 Use of Subcontractors

Each Contractor shall serve as the single prime Contractor for all work performed pursuant to the Contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire Contract. The Subcontractor's remote systems, data center, networking facilities, and other technical environments shall exist within the continental United States.

If it becomes necessary for the prime Contractor to use subcontractors, the State urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

Unless provided for in the Contract with the State, the prime Contractor shall not contract with any other party for any of the services, herein contracted for, without the express prior written approval of the State.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the Contract. The prime Contractor shall assume total responsibility for compliance.

### 1.23 Written or Oral Discussions/Presentations

The State, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for award to provide an oral presentation of how they propose to meet the agency's objectives; however, the State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final Contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the State's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

## 1.24 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a Contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

#### 1.25 Evaluation and Selection

All responses received as a result of this RFP are subject to evaluation by the State Evaluation Committee for the purpose of selecting the Proposer with whom the State shall Contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of the Office of State Procurement for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The committee may reject any or all proposals if none is considered in the best interest of the State.

#### 1.25.1 Best and Final Offers (BAFO)

The State reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist the State in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

The written invitation will not obligate the State to a commitment to enter into a Contract.

#### 1.26 Contract Award and Execution

The State reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any Contract initiated by the State.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in Attachment A of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final Contract is entered. Mandatory terms and conditions are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the Contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the Contract within **seven (7) calendar** days of delivery of it, the State may elect to cancel the award and award the Contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the State of Louisiana, price and other factors considered.

The State intends to award to a single Proposer.

#### 1.27 Notice of Intent to Award

Upon review and approval of the evaluation committee's and agency's recommendation for award, the Division of Administration (DOA), Office of State Procurement (OSP) will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. The "Notice of Intent to Award" letter is the notification of the award of the contract. However, the "Notice of Intent to Award" is contingent upon successful negotiation of a final contract and approval by the Division of Administration, Office of State Procurement. A Contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events." If this date is not met, through no fault of the State, the State may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous responsible Proposer.

OSP will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The proposals received (except for that information appropriately designated as confidential in accordance with La. R.S. 44.1 et.seq.) along with the evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report are public record and shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the Director of the Office of State Procurement, within fourteen (14) calendar days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

#### 1.28 Contract Negotiations

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most responsive to the State's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a Contract, that proposal shall be rejected and the State may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost effective pricing available from the Proposers. OSP must approve the final Contract form and issue a purchase order, if applicable, to complete the process.

## 1.29 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the Office of State Procurement. Contact may be made by phone at (225) 342-8029 or E-mail to <a href="mailto:felicia.sonnier@la.gov">felicia.sonnier@la.gov</a>.

## 1.30 Insurance Requirements

Contractor shall furnish the State with Certificates of Insurance effecting coverage(s) required by the RFP per Attachment N. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in Attachment N for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

#### 1.31 Subcontractor Insurance

Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated in Attachment N for the Contractor.

## 1.32 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by the Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance; or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## 1.33 Fidelity Bond Requirements

NOT REQUIRED FOR THIS RFP

#### 1.34 Payment

#### 1.34.1 Payment for Services

Contractor shall provide an invoice to the agency monthly for services rendered and/or products delivered, which defines the number of registration forms and license plate stickers produced at each location itemized by OTC, Batch, Dealer, and Kiosk, at the billing address designated by OTS. Prepayment for services shall not be allowed. Certain payments may be tied to transactions or on an "as needed basis". Payments will be made by OTS within approximately thirty (30) days after receipt of a properly executed

invoice, and approval by OTS and LADPS/OMV. Invoices shall include the contract and order number, using department and product purchased or services rendered. Invoices submitted without the referenced documentation shall not be approved for payment until the required information is provided.

#### 1.34.2 Late Payments

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

#### 1.35 Termination

#### 1.35.1 Termination of the Contract for Cause

The State may terminate the Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract, or failure to fulfill its performance obligations pursuant to the Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of the Contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### 1.35.2 Termination of the Contract for Convenience

The State may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### 1.35.3 Termination for Non-Appropriation of Funds

The continuance of the Contract is contingent upon the appropriation of funds to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### 1.35.4 Close Out/Cooperation

Any Proposer or Contractor have the duty to fully cooperate with the State and provide any and all requested information, documentation, etc., to the State when requested. This applies even if an eventual Contract is terminated and/or a lawsuit is filed. Specifically, the Proposer does not have the right to limit or impede the State's right to audit or to withhold State owed documents. The Contractor shall provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following contract termination, regardless of the reason for contract termination.

## 1.36 Assignment

Contractor shall not assign any interest in the Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### 1.37 No Guarantee of Quantities

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to Contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

#### 1.38 Audit of Records

The State legislative auditor, federal auditors and internal auditors of the Department of Public Safety, Office of Motor Vehicle; Office of Technology Services; Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

#### 1.39 Civil Rights Compliance

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the Contract.

#### 1.40 Record Retention

Contractor shall maintain all records in relation to the Contract for a period of at least five (5) years after final payment. The State shall be provided online display and print access to all records and transactions.

## 1.41 Record Ownership

All records, reports, documents, or other material related to any Contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the State and shall, upon request, be returned by Contractor to the State, at Contractor's expense, at termination or expiration of the Contract.

#### 1.42 Commissioner's Statement

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding this RFP, any Proposer and/or any subcontractor of a Proposer shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

### 1.43 Content of Contract/ Order of Precedence

In the event of an inconsistency between the Contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final Contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

## 1.44 Contract Changes

No additional changes, enhancements, or modifications to any Contract resulting from this RFP shall be made without the prior written approval of the Office of State Procurement.

Changes to the Contract include any change in: compensation; beginning/ ending date of the Contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the Contract.

#### 1.45 Substitution of Personnel

The State intends to include in any Contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable

### 1.46 Governing Law

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to the Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### 1.47 Claims or Controversies

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

## 1.48 Proposer's Certification of No Federal Suspension or Debarment

Certification of no suspension or debarment: By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <a href="https://www.sam.gov">https://www.sam.gov</a>.

#### 1.48.1 Proposer's Eligibility

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings that could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, Proposer shall so state.

#### 1.48.2 Continuing Obligation

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

#### 1.49 Anti-Kickback Clause

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### 1.50 Clean Air Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

## 1.51 Energy Policy and Conservation Act

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### 1.52 Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

## 1.53 Anti-Lobbying and Debarment Act

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### 1.54 Warranties

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

**No Surreptitious Code Warranty**. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and Stateauthorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

#### 1.55 Code of Ethics

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 *et. seq.*, Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

## 1.56 E-Verify

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under the contract.

## 1.57 Security

Contractor's personnel shall comply with all security regulations in effect at the State's premises, the Information Security Police at <a href="http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx">http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx</a> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

## PART II: SCOPE OF WORK/SERVICES

## 2.1 Project Background

The Louisiana Office of Motor Vehicles is a major organizational component of the Louisiana Department of Public Safety. The Louisiana Office of Motor Vehicles administers the Motor Vehicle Titling and Licensing Laws, the Driver Licensing Laws, and other laws assigned by the Louisiana Revised Statutes. The Office of Motor Vehicles' primary purpose is to issue driver's license/ID cards and register vehicles.

Part of the Office of Motor Vehicles mission is to protect public interest and promote safety on the highways. This is accomplished by administering laws related to driver's license/ID card issuance, post licensing control, and vehicle registration. The LADPS, Office of Motor Vehicles currently provides vehicle registration and titling services to Louisiana citizens residing in the State's sixty-four (64) parishes through eighty-four (84) field offices, one (1) mobile unit, nine (9) headquarter operations and one (1) single secure central batch printing location provided by Contractor. The department contracts with over one hundred and fifty (150+) Public Tag Agencies (PTA's) to provide vehicle registration and titling services. A complete list of addresses and telephone numbers of each office will be given to the Contractor after the Contract has been awarded. Office of Motor Vehicles issues approximately three (3) million registration documents annually. The department also offers a mail-in and internet renewal program for the expiring vehicle registrations.

Vehicle registration documents include, but are not limited to, vehicle, owner, fee, lien, and tax information. Part of vehicle registration information is bar-coded to speed processing of the documents. Because many citizens and private companies are involved with Office of Motor Vehicles services, it is imperative to operate its programs and facilities efficiently and economically. Office of Motor Vehicles incorporates operational technological developments that enhance the delivery of services. The work performed is information-intensive and requires substantial use of automated systems which are tightly integrated.

The Office of Motor Vehicles affects virtually every citizen in the State of Louisiana. The Office of Motor Vehicles is a customer service oriented organization. The ability to respond quickly and efficiently to unpredictable events is significant.

Along with the management functions related to administration and accounting, the Office of Motor Vehicles headquarter and field offices provide related services to private and public, commercial and non-commercial, governmental and non-governmental entities. These services include the gathering of statistical data, interagency and interstate coordination, the generation of reports and the provision of information and specified system access to designated users and agencies, such as: law enforcement, licensed automobile dealers, lending institutions, and other governmental entities.

In concert with the provision of services, the Office of Motor Vehicles is charged with the responsibility of ensuring that statutorily mandated taxes and/or vehicle fees are collected and distributed, and state laws related to vehicle management are enforced.

Of primary consideration is the fact that the Office of Motor Vehicles is, and shall remain, customeroriented and committed to providing timely and effective service to the many individuals and collective entities that interact with the LADPS/OMV on a daily basis.

## 2.2 Scope – Part I (Vehicle Registration Sticker Issuance)

The Louisiana Department of Public Safety, Office of Motor Vehicles requests for a successful Contractor to provide vehicle registration/sticker issuance services. Contractor shall provide a turnkey solution that shall replace the existing vehicle registration/sticker issuance solution and include at a minimum, all functionality defined in this RFP.

The LADPS/OMV is looking for a successful Contractor to provide an adaptable system to meet the requirements defined in this RFP. This includes but is not limited to:

- Modifications to meet State of Louisiana requirements
- Successful interfacing with Office of Motor Vehicle information systems
- Compliance with State of Louisiana Information Security standards
- Non- Proprietary Communications, Data and File Formats

The turnkey solution shall include all aspects of the license plate registration forms and sticker production process to include but not limited to:

- New modern hardware components required for implementation to deliver a successful and reliable operation
- Registration forms and license plate stickers production supplies as well as state approved forms and any other supplies/materials required to produce the registration form and license plate sticker
- Interface programming, including any specialized software
- Hardware and software maintenance for the duration of the Contract
- Security solution documenting processes and procedures to ensure data, network and materials integrity

Contractor shall address all requirements defined and shall successfully implement a comprehensive solution that shall satisfy all the requirements stated in this RFP.

The requirements identified for Part 1 of this solution, shall be in place and in a piloted production environment within one hundred and eighty (180) days of contract approval.

#### 2.2.1 System Specifications

- Analysis and Design Documentation: Contractor shall provide LADPS/OMV with analysis and design documentation and systems technical documentation reports for approval by the State Project Manager(s) prior to acceptance of production system. The documentation and reports shall not include details of proprietary software owned by the Contractor.
- Data Communication: Contractor shall establish a secure electronic communications [LAN to LAN VPN] connection with the State.
- 3. **Database:** Contractor shall provide and maintain a real time audit database containing all mandatory LADPS/OMV vehicle registration transaction data that is captured by the Contractor necessary to produce a vehicle registration/sticker.
- 4. **Database Conversion:** Contractor shall receive from LADPS/OMV the existing Vehicle Registration Sticker Issuance audit database. Contractor shall be responsible for loading the audit data into

- the Contractor's solution. A record description and file layout of the existing audit database will be provided to Contractor.
- 5. **Hardware Components:** Proposer shall provide information on the hardware that shall be used in the development and implementation including development and implementation platforms, primary processing configurations, hardware configurations and estimated costs of the proposed hardware.
- 6. **Hardware and Software Environment**: Contractor shall provide, install and maintain all hardware, software and all related materials as a comprehensive turnkey solution. The solution shall coexist and interface with the Department of Public Safety, Office of Motor Vehicles' existing hardware and software environment. The cost provided shall be all inclusive to the pricing structure supplied. Attachment G offers additional details of the current infrastructure.
- 7. Real time Interface from the State's Mainframe: The proposed solution shall be compliant and co-exist with the State's existing technical environment. The Proposer shall provide a detailed description on how the proposed solution shall operate in the State environments. The Contractor's solution shall accept transmission of registration data from the State's mainframe located at LADPS IT center. Included in the registration data is a control field for each print record. Contractor shall use this control field (data element or PID) to properly route registration print data to the correct printer. Contractor shall process registration information and apply the appropriate information to the paper registration and the registration tracking/audit system. Processing of the registration data including the control record and directing the information to the appropriate printer shall be the full responsibility of the Contractor. The proposed system shall also have the capability of selectively reprinting a license plate sticker and registration form which functions identically to the process outlined above. See Attachment P for a sample record layout.
- 8. **Batch Interface from the State's Mainframe**: The State offers citizens and companies the ability to renew vehicle registrations and purchase duplicate registrations by internet and mail. The State pre-processes information from these renewal methods and creates a file which is sent to the Contractor. Contractor shall accept a daily file of registration information via secure FTP for processing off-site at the Contractor's facility and produce a license plate sticker and registration form. No later than two (2) business days after the receipt of the data file, Contractor shall be responsible for successful printing and mailing of the registrations and stickers directly to the customer utilizing the address on the registration. The State will be responsible for obtaining a postal permit near the Contractor's batch printing facility and will fund the postage account on an as-needed basis. See Attachment P for a sample record layout.
- 9. Public Tag Agents (PTA): Contractor shall provide equipment, software, installation, maintenance and training necessary to produce vehicle registration forms and license plate stickers to current and future PTAs approved by LADPS/OMV. The total number of approved PTA offices may increase or decrease during the life of the contract.
- 10. **Redundancy:** Contractor shall be responsible for providing a server solution redundancy mechanism. This information shall be provided as part of the Disaster Recovery proposal response.
- 11. **Reports:** Contractor shall generate reports as required by LADPS/OMV. All reports specified in the RFP must be created and disseminated accordingly.

Contractor shall provide an electronic audit report of the total number of transactions processed at each location and through the central batch printing process. This report shall have the capability to sort and drill-down as needed to reconcile the invoice to the report generated internally by LADPS/OMV.

Proposer shall submit "mock up" samples of reports and/or provide detail information which clearly demonstrates an understanding of the necessary reports.

- 12. **Software:** The Proposer shall provide a list of all proposed packaged application software components as well as required system and database software. The following information shall be included for each software component/package:
  - Manufacturer Name
  - Product Name
  - Product Description
  - Product Version
  - License Conditions, Fees and User Agreements
  - Annual Maintenance Fee (by Hardware and Software)
  - Estimated Programming Costs

If the required software version is not the latest commercially available version or the manufacturer has announced an end of life support prior to the end of the contract period, the Contractor must provide justification for requiring that version and a plan for continued support of the product for the life of the contract. The Proposer shall also identify all software components that are recommended for effective operation of the application software but is not essential for the normal operation of the proposed solution. For informational purposes only, the Proposer shall also include the estimated cost of the recommended software in the financial proposal, should the State need to maintain the system following a termination of the contract. The cost of recommended software will not be used as a factor in the evaluation of the proposals.

#### 13. Equipment:

- a. **Constraints:** The Proposer shall provide a detailed description of the space, interface, and power and environmental requirements for operations of the proposed printer (s) in the Office of Motor Vehicle locations, PTA Offices, and State Data Center location. The proposed printer should not exceed the current vehicle registration printer footprint of 10.10" wide x 10.21" height x 18.19" depth.
- b. Document Printer: The printer provided to produce the license plate stickers shall be a thermal transfer type and shall be able to print at a rated speed not slower than 4 inches per second. The time required for the license plate sticker printer to be ready to produce a finished license plate sticker shall not exceed 5 minutes from the time it is powered on. Contractor shall deploy at a minimum the same number of printers, currently six hundred sixty-eight (668, 13 of which are high capacity type), which currently exist at LADPS/OMV and PTA offices. In addition, the Contractor shall maintain at a minimum, one standby printer per LADPS/OMV-PTA locations.
- 14. **Mobile Unit**: Contractor shall provide a portable printing solution for field operations by the Office of Motor Vehicles mobile unit. Printer(s) must be a lightweight mobile unit which can easily connect to a laptop or mobile device. The unit should be compact in size and fit in an included case or tool bag large enough to hold printer paper and two laptops. The mobile unit must be capable of the same functionality as a standard office such as the real time processing of

transactions and accepting the standard registration form sizes and print via the thermal transfer method.

- 15. **Removal of Old Equipment**: Contractor shall be responsible for disconnecting and moving the existing print equipment to a space determined by each office manager within each office so that the new equipment may be installed.
- 16. **Registration Form Requirements**: There are three (3) types of registration forms. They are:
  - Over-the-counter registrations (see Attachment J) printed at Office of Motor Vehicle and approved locations.
  - **Dealer plate registrations** (see Attachment K) printed at Office of Motor Vehicle Headquarters and approved locations.
  - **Batch registrations** (see Attachment L) printed at the central off-site batch printing location provided by the Contractor.
  - The Proposer shall provide replicated samples of all three (3) registration forms to ensure the form requirements are met in response to this proposal. The registration certificate (glossy paper) proposed shall be functionally equivalent to Fasson 5 point C1S Integrity Thermal Transfer paper. Additional information about this paper may be found at <a href="mailto:label.averydennison.com">label.averydennison.com</a>. The finished registration certificate including surface printed colorants shall remain clear and durable for a period of four (4) years minimum.
- 17. **Over The Counter Registration Form:** Forms produced at Office of Motor Vehicle and approved locations shall contain all existing production information (Attachment J). The total number of hard copy vehicle registration documents created per transaction shall be Two (2).
  - The Customer Copy *Front* shall be the registration certificate with the thermal printed sticker attached (Attachment J). The Customer Copy *Back* shall at a minimum contain the wording printed on the reverse side of the registration certificate (see Attachment J). The wording shall be in a customer readable format (Font Arial; Size 8 or equivalent). Each Customer Copy Front shall be printed with a vehicle registration and license plate sticker. The Customer Copy front shall be printed on glossy paper. If a license plate sticker is attached to a Customer Copy Front which does not require a sticker, the sticker shall either be blackened or the word "VOID" or "DISCARD" shall be printed across the face of the sticker to prevent future use.
  - The File Copy document produced shall be utilized for imaging by LADPS/OMV. The File Copy document is not required to be printed on glossy paper. No sticker shall be attached to or embedded in the File Copy document. A patch code and barcodes shall be printed on the document to be imaged (Attachment J). Barcodes details shall contain the vehicle identification number (17 characters), transaction type (2 characters), vehicle make (4 characters), model year (2 characters), and date of transaction (6 characters). The document to be imaged shall be similar in format to the Customer Copy. The barcode shall be readable with the state's current imaging system.
- 18. **Dealer Registration Form:** Forms produced at Office of Motor Vehicle locations shall contain all existing production information (Attachment K). The total number of hard copy vehicle registration documents created per transaction shall be One (1)
  - The Customer Copy (Dealer) shall be the registration certificate with the sticker attached (Attachment K). The Customer Copy Back shall at a minimum contain the wording printed on the reverse side of the registration certificate (see Attachment K). Each Customer Copy (Dealer) shall be printed with a vehicle registration and license plate sticker. The Customer Copy (Dealer) shall

be printed on glossy paper. If a license plate sticker is attached to a Customer Copy Front which does not require a sticker, the sticker shall either be blackened or the word "VOID" or "DISCARD" shall be printed across the face of the sticker to prevent future use.

- 19. **Batch Registration Form:** Forms shall contain all existing production information (Attachment L). The total number of hard copy documents created per transaction shall be one (1).
  - The Customer Copy Front (Batch) shall be the registration certificate with the sticker attached (Attachment L). The Customer Copy Back shall contain the pre-printed standard format (see Attachment L). Each Customer Copy Front (Batch) shall be printed with a vehicle registration and license plate sticker. The Customer Copy (Batch) shall be printed on glossy paper.
- 20. **License Plate Sticker Requirements**: The license plate sticker shall be blank and the equipment proposed shall be capable of printing the license plate number, the month/year of expiration, and the state name on the sticker.
  - The license plate sticker shall be manufactured in white.
  - The thermal transfer method shall be used to print the license plate sticker.
  - The license plate sticker shall have a nominal size of 1" X 1.5". Attachment C contains detailed specifications for the license plate sticker.
  - The license plate sticker shall have a minimum four (4) year durability which means it shall be fade resistant, weatherproof, solvent resistant, and reflective for four (4) years.

**NOTE**: Each Proposer shall include in their proposal the results of independent laboratory tests which prove the durability of the thermal print on the sticker. The independent laboratory must be approved by LADPS/OMV. An example of a testing lab which performs such independent test is Calcoast-ITL Emeryville, CA 94608.

- 21. **Inventory Specifications:** Contractor shall be responsible for providing all inventory associated with the proposed solution, including, but not limited to, registration forms and printer ink/ribbons. Contractor shall be responsible for providing a minimum of thirty (30) days inventory for all LADPS/OMV processing locations. Proposer shall provide documentation on how inventory levels will be maintained.
- 22. **Site Specifications:** Contractor shall provide all information pertaining to site specifications prior to contract initiation. This shall include but not be limited to:
  - The dimensions, weight and clearance requirements of each component.
  - Any special delivery considerations.
  - Normal or optimal and maximum operating temperature and humidity range for each component.
  - BTU output, amperage, and electrical outlet requirements for each component. Contractor shall also include any special electrical requirements such as isolated circuits and grounding, etc.
  - Any special cooling requirements.
  - Cabling requirements for each component. Contractor shall also include any cable length limitation, cable type, and termination requirements.
  - The Contractor may use the existing Ethernet cables present at the Office of Motor Vehicle locations and LADPS.
  - Contractor shall supply all cables, connectors, plugs or additional hardware necessary for the installation and operation of this equipment. The customer shall run the power cables.

## 2.3 Scope – Part II (New Kiosk Solution)

The Louisiana Department of Public Safety, Office of Motor Vehicles requests for a successful Contractor to provide a new self-service Kiosk solution. Contractor shall provide a turnkey solution that will deliver a free standing kiosk for customer use and include at a minimum, all functionality defined in this RFP.

The LADPS/OMV is looking for a successful Contractor to provide an adaptable system to meet the requirements defined in this RFP. This includes but is not limited to:

- Registration Renewal
- Duplicate Registration
- Other Transactions TBD

The new self-service Kiosks are expected to accept credit/debit card payments. Additional transactions and services may be added in the future as adoption and use increase. Contractor shall address all requirements defined and shall successfully implement a comprehensive solution that shall satisfy all the requirements stated in this RFP.

The requirements identified for Part 2 of this solution, shall be in place and in a piloted production environment within one hundred and eighty (180) days of contract approval.

## 2.3.1 System Specifications

Proposer shall propose how they will provide and install new self-service Kiosks, which includes all hardware and software necessary to provide unattended transaction processing services and pay for the services/products with various means, as described in this RFP.

- 1. Contractor shall recognize and follow LADPS/OMV's long term vision for the program which is to provide kiosks at various LADPS/OMV branches and approved locations, to enable customers with "eligible" vehicles to renew vehicle registrations and printout duplicate registrations/decals (Other additional transactions may be added in the future.) Registrations, registration renewal decals, duplicate registrations/decals, and receipts shall be dispensed directly from the kiosk. The State's system will determine the eligibility of the transaction via the interface from the kiosk to the State's system of record. Contractor shall provide the capability for the customer to pay for a transaction with a credit/debit card. Contractor shall ensure that all branch located kiosks will be accessible to users during branch operating hours.
- 2. Contractor shall provide all electrical equipment to operate on regular 120 volt, 60 hertz, AC power and be "UL" or equivalently listed and be certified by a Nationally Recognized Testing Laboratory to be compliant with the FCC regulations.
- 3. Contractor shall maintain, update and provide any and all documentation during the contract period and any negotiated extensions at no additional cost to LADPS/OMV. LADPS/OMV shall have the right to copy all documentation.
- 4. Prior to production implementation, Contractor shall provide to LADPS/OMV detailed technical system documentation, detailed system design specifications, descriptions of all proposed kiosk hardware and software, operating instructions, footprints, power and environmental requirements, model numbers, makes, serial numbers, electrical and grounding requirements, temperature and humidity ranges, software components and features, etc.

5. Contractor shall ensure that the system architecture is scalable and designed to easily and inexpensively accommodate changes (future transactions/products) resulting from LADPS/OMV business rules and workflows.

#### 2.3.2 Hardware Specifications

#### 1. Kiosk Enclosure:

- a. Contractor shall provide a kiosk designed to be of a standalone style for inside locations.
- b. Contractor shall provide a full-scale model (i.e. shell) within an agreed upon timeframe after LADPS/OMV's approval of the kiosk design and color scheme(s).
- c. Contractor shall provide kiosks that are self-contained and fully integrated units with housing that is secure and rugged. Contractor shall provide kiosks that do not have items that can be easily grasped or crevices that are subject to dropped or spilled material that will render the kiosk inoperative.
- d. Contractor shall incorporate in the kiosk's design signage areas on the front of the machine and any proposed housing for LADPS/OMV related information. LADPS/OMV shall approve all artwork and proposed signage. Contractor shall not bear company names or logos except for that of the State of Louisiana OMV and authorized credit card companies, unless otherwise agreed upon by LADPS/OMV.
- e. All pictures, artist renderings and drawings of the proposed kiosk design and color scheme(s) shall be included with the proposal.
- f. Contractor shall provide kiosks that have interior storage area(s) for consumable items and documentation.
- g. Contractor shall provide a kiosk enclosure that has the appearance of a single integral unit.
- h. Contractor shall provide each kiosk with the ability to be anchored to the floor and/or wall. Contractor shall ensure that each kiosk can be easily unsecured from the floor or wall by authorized personnel.
- i. Contractor shall ensure that battery-backed alarms with detectors on all openings are implemented where entry might be forced. Contractor shall provide alarms that shall be:
  - i. Triggered by all unauthorized entrances and shall sound a shrill alarm that can be set manually within a range of one (1) to ten (10) minutes.
  - ii. Activated at the remote location designated by the OMV.
  - iii. Proven not to provide false signaling.
- j. Contractor shall provide each kiosk with the ability to be activated at the remote location designated by LADPS/OMV.
- k. Contractor shall ensure that the internal components of the kiosks are mounted to allow for ease of service with access to all cables, connectors and consumable items.
- I. Contractor shall provide kiosks that have sealed opening(s) for power and phone lines.
- m. Contractor shall provide each kiosk with heavy-duty locking mechanisms, hinges, and door mechanisms capable of resisting vandalism and theft attempts.
- n. Contractor shall provide kiosks that withstand heavy and continuous use in an unattended environment and shall include reliability data for the proposed kiosk.

#### 2. Keyboard edit:

a. Contractor shall include in each kiosk a keyboard and mouse residing within the housing that is inaccessible to the general public, but accessible to maintenance employees.

#### 3. Monitor/Display Screen:

- a. Contractor shall provide each kiosk with high resolution color touch screen video display monitors which are capable of displaying high resolution digitized photographs, graphics, and videos.
- Contractor shall provide monitors that are touch screen and a minimum of seventeen (17)
  inches in size across the diagonal, having an associated graphics control board with video
  drivers.
- c. Contractor shall utilize a display screen that shall be highly durable and not be vulnerable to surface damage or screen burn in. Contractor shall provide a display screen that is scratch resistant surface that will sustain heavy usage in a public environment.
- d. Proposer shall submit reliability data on the proposed design of the monitor and provide general and preventive maintenance requirements in the proposal.
- e. Contractor shall ensure that the touch screen monitor reduces the ability to read the screen when viewed from the side to prevent others from viewing displayed information.
- f. Proposer shall provide a picture and details of their proposed monitor in the proposal.

#### 4. Memory/Local Storage:

 a. Contractor shall make sure that each kiosk has sufficient capacity to support all software products (graphics, digitized photographs, informational, etc.) and future upgrades proposed.

#### 5. Power Supply and Accessories:

- a. In each kiosk, Contractor shall provide one (1) Uninterrupted Power Supply (UPS) backup that is line interactive, have LED indicators and an audible alarm to provide visual and audible indicators of the unit's operation, and provide a minimum of fifteen (15) minutes continuous power backup at 120 volts, 60 hertz. In the event of a complete power failure to the kiosk longer than fifteen (15) minutes, Contractor shall provide the kiosks with the ability to return to the application upon restoration of power without the intervention of a system administrator.
- b. Contractor shall provide a power supply that has a master switch that controls all equipment and is easily accessible to authorized personnel only.
- c. Contractor shall ensure that each kiosk has adequate surge protection for the proposed hardware and future enhancements and additions.

#### 6. Barcode Scanner:

a. Contractor shall make sure that each scanner reliably and rapidly scans and interprets 1-Dimensional linear and 2-Dimensional barcodes printed on LADPS/OMV documents, including but not limited to: vehicle registration renewals or future transactions. Proposer shall describe the proposed hardware and software to accomplish this requirement as well as provide pictures and a description of how the proposed barcode scanning will be integrated within the kiosk housing.

#### 7. Printers:

a. Contractor shall provide each kiosk with a reliable receipt printer designed for high volume retail applications.

b. Contractor shall provide each kiosk with the ability to print decals and registration forms. The Proposer must describe how the proposed printer will be integrated within the kiosk housing.

#### 2.3.3 Kiosk Application Requirements

#### 1. System/Architecture:

- a. Contractor shall work with LADPS/OMV to develop a functional design of all proposed software applications prior to development. Contractor shall document the functional design of all software applications and receive the approval of LADPS/OMV prior to system development. As part of the functional design, sample screens and graphics shall be prepared. The samples shall include the LADPS/OMV logo, welcome screens, menu screens, transaction screens, error situations, etc.
- The initial kiosk application to be developed and implemented by Contractor for LADPS/OMV shall feature the following services (The kiosk application shall provide a shopping cart payment process to allow for multiple transactions.)
  - Renew Vehicle Registration Contractor shall provide a "Registration Renewal" service that will dispense the registration card, transaction receipt and decal directly from the kiosk.
  - Duplicate Registration/Decal The Contractor shall ensure that each kiosk dispenses a transaction receipt and decal to the customer.
  - Future Transactions TBD These future transactions will be negotiated and covered in a future Contract or Contract Amendment.
- c. Contractor shall allow for additional applications to be added via Change Order to the kiosk while the contract or its extensions are in effect, at LADPS/OMV's option. In the proposal, the Proposer shall describe the capability for developing future applications and implementing the future applications on the proposed hardware configuration, and shall allow for additional applications to be added via Change Order to the kiosk while the contract or its extensions are in effect, at LADPS/OMV's option.
- d. Contractor shall provide the kiosks with the capability of producing real-time reports during normal business hours without affecting the system's performance.
- e. Contractor shall provide the capability of producing various reports, including but not limited to (LADPS/OMV shall determine specific reporting requirements).
  - Auditing Reports
  - Accounting Reports
  - Use and statistical Reports
  - Repair/downtime Reports
  - Adhoc Reports
- f. Contractor shall incorporate into the design of the kiosk the ability to log all the dates and times needed to calculate the system's average response time.
- g. The design of the kiosk dictates that Contractor implements a system capable of immediately notifying the system administrator or LADPS/OMV helpdesk when data sources such as the LADPS/OMV application becomes unavailable to users.
- h. Contractor shall provide the kiosks with the capability of interfacing with the State's system of record in real time.

- i. Contractor shall provide an application log server for all transactions without retaining any sensitive information such as: Driver's License Number, Customer Name, Address, Credit Card Number, etc. The log server will allow for a unique identifier of each transaction for audit and control purposes. At no time will sensitive information be stored on the appliance or server. The Contractor must dispose of any residual information on printout ribbons, etc. in a secure manner.
- j. Contractor shall submit all multi-media content, graphics, complete screen designs, digitized photographs, printed information, etc. to LADPS/OMV for approval prior to implementation.
- k. Contractor shall provide a kiosk application that will run on an operating system designated by LADPS/OMV (currently Windows 7) and is capable of being up-graded.
- I. Contractor shall provide a kiosk application for navigation, which is prompt, driven, and intuitive to minimize the need for assistance.
- m. Contractor shall provide each kiosk system with the ability to ascertain when LADPS/OMV applications are not available, and activate/deactivate the appropriate modules and associated messages.
- Contractor shall ensure each kiosk is maintained on the most current version of the Contractor's system of operation, with no more than two versions at any onetime across all kiosks.

#### 2. Kiosk Web Application:

- a. Contractor shall provide a web application for the kiosk that will be modular in design, allowing easy implementation of additional transaction modules at a later date. Contractor shall ensure that transactions and functions can be easily installed, activated, suspended and managed from a central remote management solution.
- b. Contractor shall provide kiosk web application screens in English and up to nine additional languages as defined by the State. The Contractor shall provide LADPS/OMV with a written certification as to the accuracy of the language conversion.
- c. Contractor shall provide a kiosk web application that will be intuitive, enabling first time users to find the desired information easily and/or complete the desired transaction.

#### 3. Kiosk Multi-Media Presentation Application:

- a. Contractor shall provide a kiosk multi-media (such as audio, video, high resolution graphics and digitized photographs, etc.) presentation application that runs on each kiosk, interfacing with the kiosk web application and all local kiosk hardware components. Proposer shall describe their proposed multi-media solution in detail and describe how the application is initiated (i.e. proximity detector, wait for touch, etc.).
- b. Contractor shall provide a kiosk multi-media presentation that shall notify the customer if the credit/debit card is not readable and allow the customer to enter credit/debit card information via the onscreen keyboard.

#### 4. State-of-Health and Remote Management:

a. Contractor shall provide each kiosk with the capability to monitor its own state-of-health and identify any component failures. Proposer shall specify which faults will be reported and the method of handling the alert. Proposer shall identify how component failures are handled locally (i.e. which ones will allow the system to continue operation and which ones will not).

- b. Contractor shall deliver each kiosk with remote management capabilities for monitoring, diagnostics, error resolution, software problem assistance, application and software updates and upgrades, rebooting and controlling the remote kiosks from a central location. The Proposer must propose and describe their solution for accomplishing this requirement.
- c. Each kiosk provided by Contractor shall feature the proposed central monitoring solution that will report kiosk availability, status, and state-of-health (including system errors such as paper jams, printer out of order, door open, out of stock, out of toner, power off, touch screen failure, low paper, low ribbon, out of ribbon etc.). Contractor shall provide each kiosk with the capability of reporting this information, along with current operational status to the proposed central monitoring solution at regular intervals. Contractor shall provide the central monitoring solution that includes a method of issuing state-of-health alerts and system problems via e-mail to the appropriate individuals (i.e. LADPS/OMV support personnel, Contractor maintenance support personnel, mainframe support personnel at the kiosk location reporting the problem, etc.) based on the problem kiosk's location. In addition, Contractor shall provide the kiosks with the capability to report status and state-of-health information, propose a controlled access method for maintenance functions at each kiosk, and describe their proposed solution for accomplishing this requirement.

#### 2.3.4 Kiosk Security Requirements

- 1. Contractor shall provide the kiosk with network and system access controls.
- Contractor shall be responsible for establishing network connection from the solution to the State's network. The State may grant access to internal network for devices placed in approved state offices.
- 3. Contractor shall incorporate into the kiosk design, audible and electronic security alerts to notify staff when the kiosk is being tampered with.
- 4. The kiosks shall not display or hold credit card numbers in full at any time.
- 5. Contractor shall incorporate into the kiosk design an automatic time-out function in order to protect customers who have not responded to the kiosk prompts for a specified amount of time (time to be determined by LADPS/OMV).
- 6. Contractor shall provide the kiosk system to treat all data as sensitive, and appropriate technologies shall be employed to ensure confidentiality and integrity of the data.
- 7. Contractor shall implement the kiosk system to administer back-end user access, including the granting of specified levels of access to authorized users and/or user groups.
- 8. Contractor shall ensure password security is met to include Alpha and Numeric values, as well as special characters and to be controlled in accordance with the State's security standards.
- 9. Contractor shall implement the system to employ a "three strikes" rule for backend user login, where the user account is locked or suspended after the third unsuccessful login attempt.
- 10. Contractor shall provide a system that allows for a supervisory override capability so that a backend user's access can be re-established if they forget their password, or some other anomaly prevents the user from logging on.
- 11. Contractor shall provide a kiosk system that implements field-level and document-level security for all data under its control, such that any data in fields defined as secure, or documents or

- reports containing such data, shall not be released or otherwise made available to unauthorized entities.
- 12. The system implemented by Contractor shall enable all network connections to external systems and clients outside the LADPS/OMV firewall to be controlled in accordance with the State's security standards.
- 13. Contractor shall implement a kiosk system that will adhere to all security standards <a href="http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx">http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx</a>.set forth by the State of Louisiana, Office of Technology Services and LADPS/OMV.
- 14. Contractor shall design a system that will provide multiple security profiles as defined by LADPS/OMV.

#### 2.3.5 Payment Requirements

#### 1. Credit Card Readers:

- a. Contractor shall provide credit/debit card readers that accept major credit, smart cards and debit cards. The reader shall not store the card or routing information at any point.
- b. Contractor shall work with the State's existing (or future) credit card processing solution.
- c. Contractor shall deposit all monies owed to the State directly to the State's bank account defined in the contract. The current State bank account is JP Morgan Chase but may change during the contract period.
- d. The Contractor's solution shall be able to interface with State and Federal reports for billing reconciliation.
- e. Contractor shall submit a nightly batch interface file summarizing the collected revenue according to the State's revenue classification standards and may partner with the State's existing (or future) credit card processing solution.
- f. Contractor shall provide an electronic record of the day's transactions for all payment types via secure file transfer or secure web portal on the following business day.
- g. Contractor shall be responsible for all Payment Card Industry (PCI) compliance regulations, audits, and accountability.
- h. Contractor shall be responsible for all disputed charges and failed payments.
- i. The State shall not pay for any fees or other costs associated with customer cancelled payment reversals.
- j. The Proposer shall provide a picture and details of the proposed credit card readers with the proposal, along with reliability data on proposed credit card readers.

#### 2.4 General Requirements

#### 2.4.1 General

1. Disaster Recovery and Business Continuity: The Proposer shall describe their planned disaster recovery plan for the vehicle registration sticker issuance and kiosk systems. This shall include the backup / archival of electronic records, off-site storage of archival data, and plans for the loss of a physical location. Proposers shall demonstrate in their proposal that connectivity to the computer system has backup and alternative modes that meet the 99.5% uptime requirement. The State Project Manager reserves the right to review the successful Proposers disaster recovery plan and may require certain improvements that need to be in place to constantly test and

evaluate problems well before they occur. This may include data accessibility and full operational functionality. An approved plan shall be in place prior to the contract initiation.

- Documentation and Manuals: Contractor shall produce and ensure distribution of the System Solution Manual to all Office of Motor Vehicles locations. Each manual shall be separated into sections with indexed dividers and be user friendly. To the fullest extent possible, the manual shall be written in simple language. Contractor shall ensure that all documentation and manuals are available electronically.
- 3. Electronic Audit Copy: An electronic audit copy shall be generated for each transaction processed with the Contractor's solution. This electronic audit copy shall be archival and retrievable to view in real-time from any State of Louisiana workstation. All audit copies shall be stored on the solution provided by the Contractor and maintained for a period of at least five (5) years after the contract ends. This audit copy shall be accessible and sortable by vehicle identification number (VIN), license plate number, office, operator code and date processed. The audit copy shall have all data elements printed on the registration certificate and be presented in a format similar to the current registration certificate. All data contained in the registration shall be made available in a raw data format as requested by the State. Following the end of the contract a copy shall be transferred to LADPS/OMV at no additional charge.
- 4. **Facility:** Contractor shall operate, perform and conduct all aspects of Vehicle Registration Sticker Issuance services from LADPS- Data and OMV locations. Contractor shall provide the services at LADPS/OMV locations (Attachment H and Attachment I). A complete list of addresses and telephone numbers of each office shall be provided to Contractor after the contract has been awarded. Contractor shall provide an off-site facility for the printing and mailing of batch vehicle registrations directly to the customer. The State shall be responsible for obtaining a postal permit near the Contractor's batch printing facility and shall fund the postage account on an as-needed basis.

#### 2.4.1.1 VR Renewal Notices Printing and Mailing (Optional Requirements)

LADPS/OMV is legislatively mandated to notify eligible citizens one hundred and eighty (180) days prior to the expiration of their registration. On a monthly basis LADPS IT staff executes software programs on the mainframe to identify and build records for renewal notices. A file of the customers eligible for a notice is prepared including name, address, renewal ID, VIN Number, License Plate, and renewal fees (including trailer upgrade fees). Customers who receive a renewal notice have the option to renew registrations by mail (lockbox) or internet. The number of renewal notices may vary but generally average 90,000 documents each month.

Proposers responding to this RFP should provide a VR Renewal Notice Rate in the Financial Proposal on Attachment M: Price Schedule, (if available), to cover the additional cost over the life of the contract to create and mail these Renewal Notices. This Renewal Notice rate shall not be a part of the evaluation but is only for informational purposes. Contractors should not assume that LADPS /OMV plans on using this optional feature.

Proposers should provide details in their responses of how they intend to accomplish this functionality.

At the sole discretion of LADPS/OMV, if they choose to use these optional Renewal Notices Printing and Mailing services in this RFP, the Contractor will adhere to the following Requirements:

- 1. The Contractor shall receive a monthly renewal notice file via secure FTP from LADPS IT containing records eligible for a renewal notice.
- 2. The Contractor shall have fourteen (14) days from receipt of file to print, prepare, and deliver renewal notices to post office.
- 3. The Contractor shall be responsible for the printing of the renewal notices.
- 4. The Contractor shall use forms with a perforated coupon section. The coupon will be returned by the customer to the designated lockbox facility to process the renewal of the registration.
- 5. The Contractor shall insert a customer reply mail (CRM) envelope into each renewal notice. The CRM must contain an intelligent mail barcode (IMB) as required by the USPS.
- 6. The Contractor shall utilize forms that allow for modification of verbiage with minimal impact to the process. The Contractor should avoid ordering forms with pre-printed verbiage as the State frequently requires changes and additions to the renewal notice.
- 7. The Contractor shall allow up to five (5) changes per year to the renewal notice verbiage, images and or format at no additional cost to the State.
- 8. The Contractor shall be responsible for the mailing of all renewal notices using the postal permit provided by the State.
- 9. The Contractor shall be responsible for providing mailing reports to the USPS and LADPS/OMV.
- 10. The Contractor shall be responsible for any printing errors and any and all renewal notices that must be reprinted due to quality control errors.
- 11. The Contractor shall be responsible for payment of postage due to quality control issues.
- 12. The Contractor shall ensure all quality assurance procedures are in place for the printing and issuance of renewal notices and shall meet the following requirements:
  - a. Every renewal notice sent is accounted for and processed or it is listed on an error report for LADPS/OMV review.
  - b. Every renewal notice is processed through the appropriate address software to ensure the best possible bulk mail discount requirements are met.
  - c. Every renewal notice is correctly interpreted for accuracy.
  - d. Each renewal notice optical character recognition (OCR) line shall contain the VIN number, renewal fees (including trailer upgrade fees), License Plate, expiration date and check digit.
  - e. Every renewal notice is mailed to the correct customer.
  - f. Every renewal notice is accounted for at the time of delivery to the US Post Office.
  - g. Every renewal notice conforms to all other requirements related to security, format, and quality requirements in this RFP.
  - h. Any renewal notice in error or unaccounted for are reported to the LADPS/OMV immediately.

The Contractor shall not alter the mailing address provided by the State as part of the renewal invitation process. The address printed on the face of the invitation for use in USPS delivery shall be the exact address provided by the State. No cleansing or standardization of the address will be permitted. LADPS/OMV shall not be invoiced or required to pay for supplies, processing, and postage on any renewal invitation for customers having a forwarding address on file with the USPS.

#### 2.4.2 Risk and Change Management

The State requires that Contractor maintain a degree of flexibility with regard to the conduct of vehicle registration sticker issuance operations. A discussion of the types and degree of flexibility is provided to allow Contractors insight into the intent of the State relative to this requirement. It is not possible to cover all circumstances in which flexibility may be required in future operations. The discussions below focus on known risks. Additionally, the discussions often include a mitigation for dealing with unknown risk requirements that may arise in the future.

- 1. Flexibility Contractors Responsibility for Non-Routine Flexibility: Proposers responding to this RFP shall provide a blended programming rate in the Financial Proposal on Attachment M: Price Schedule, to cover additional programming and enhancements over the life of the contract to accommodate non-routine flexibility, this blended programming rate shall not be a part of the evaluation but is only for informational purposes. Contractors shall not assume that all additional programming or enhancements shall be performed on an hourly basis. The State may, at its sole option, request Contractor to propose a fixed cost deliverable in some instances. An example which could initiate the change order process which would result in a contract amendment is provided below:
  - The requirement arises that causes a major system change [imposed by the State] which increases or requires new capabilities, and/or both not originally accounted for in the original contract.
- Flexibility State Code Imposed Flexibility [Non-Routine]: Occasions may arise when revisions to the State of Louisiana Revised Statutes by the State Legislature could require an action[s] on the part of the LADPS/OMV.
- 3. **Flexibility State Imposed Flexibility:** The requirements for flexibility in this case arise from legislative actions or policy changes initiated by the State of Louisiana in the course of routine business of the State. Some examples of are provided below:
  - The State acquires new reconciliation software. It needs data from the Vehicle Registration Sticker Issuance database arranged in a format, or presentation, or listing that has not previously been required. Note: the actual data does not change just the way it is reported.
  - The State needs an interface with the Vehicle Registration Sticker Issuance database to extract data. The State owns and is knowledgeable of the program that requires the interface. Contractor shall be responsible for working with and coordinating with the LADPS/OMV personnel to establish the interface.
  - The State opens new LADPS/OMV field offices, closes existing LADPS/OMV field office, closes an existing PTA office, or approves a new PTA office to operate.

In all of the examples given above, the Proposer's proposal submitted in response to this RFP shall include the cost of this type of flexibility in Financial Proposal on Attachment M: Price Schedule (blended programming rate), which shall not be a part of the evaluation but is only for informational purposes.

#### 2.4.3 Reporting

#### 1. System/Application Reports:

- a. The Contractor's solution shall provide Vehicle Registration processing statistics to the State users via the systems reporting interface or through Adhoc and canned reporting.
- b. The Contractor's solution for reporting, statistics and scheduling services shall be available 24 hours a day, 7 days a week, subject to reasonable allowances for scheduled maintenance or temporary system failures, to process Vehicle Registrations in a manner prescribed by the State.
- c. The Contractor's solution shall provide complete auditing and management reports as required.
- d. The Contractor's solution shall provide the ability to generate real-time reports via a secure web based reporting application for the State with user-definable access privileges, search and find capabilities, and allow for reports to be exportable in Excel, PDF, and comma separated values (CSV), downloadable formats with headers that restates the criteria used to generate the report, as well as any applicable column headers.
- e. Contractor shall provide daily activity reports, weekly and monthly statistical reports, financial reports and ad-hoc reports for authorized State users. Proposer shall submit "mock up" samples of reports and/or provide detail information which clearly demonstrates an understanding of the necessary reports.
- f. The Contractor's solution shall allow authorized State users access to generate reports on daily, monthly, specified time periods, or on an as needed basis.
- g. The system shall retrieve reports in a timely manner. Reports are available in their system when users need to access them. Reports shall be made available to the user within five (5) minutes of request.
- h. The system shall be capable of returning data from partial searches or wildcard searches.
- i. The Contractor's reporting environment shall meet all security requirements found in this RFP.
- j. The Contractor's reporting environment should provide the information required to reconcile daily transactions to amounts deposited. Proposer shall submit "mock up" samples of reports and/or provide detail information which clearly demonstrates an understanding of the necessary reports.
- k. The Contractor's solution shall provide reports that can be used to monitor system performance and usage. Sample reports should be included in the Proposer's response to this RFP.

#### 2. Kiosk Operational Statistics:

- a. Proposer shall propose how they plan to provide, and fully describe a solution for centrally collecting, storing, and reporting kiosk usage/performance statistics. The proposed solution shall include:
  - How and where the data will be collected.
  - How and where the data will be stored.
  - How the data will be protected.
  - How to recover from lost, missing, and uncollected data.

- How the collected information will be reported on a regular basis (i.e. daily, weekly monthly, semi-annually, yearly, etc.) as well as on an ADHOC basis.
- b. For each kiosk location, Contractor shall provide for the collection of the following usage/performance statistics at a minimum:
  - Amount of time the kiosk is operational on a daily basis.
  - Individual session information for each user recording at a minimum:
    - Transactions performed by type.
    - Date and time of day.
    - Length of session.
  - Language used.
  - Credit card used.
  - System errors encountered.
  - Component failures encountered (i.e. credit card reader, printer, barcode scanner, etc.)
  - Session results such as:
    - o Aborted/Cancelled and where (i.e. screen)
    - o Timed Out and where (i.e. screen)
    - Completed Successfully/Transaction(s) Processed
    - Unsuccessful Transactions and why (i.e. incorrect credit card, rejected credit card, ineligible, wrong PIN, keyed information does not match, etc.)
- c. Proposer shall propose a variety of standard statistical reports, sorted by transaction type, within date, by kiosk, and kiosk location. The standard statistical reports shall be finalized during the detail design phase of the project.
  - Types of standard reports to be developed include, but are not limited to:
    - Detailed session statistics and summaries describing session results.
    - Detailed transaction statistics and summaries.
    - Cancellations by screen.
    - Transaction counts by credit/debit card type.
    - System errors and summary.
    - Component failures and summary.
    - Time of day statistics and usage trends.
    - o Inventory of consumables.
- d. Proposer shall propose how they plan to provide a solution for producing ADHOC reports.

#### 2.4.4 Software Provisions

- Software Support and Upgrades: Contractor shall install and support all hardware, software and interfaces required in the proposed system with any and all upgrades that become available during the term of the contract.
- 2. **System Changes:** The Contractor shall be aware that administrative and/or legislative changes occur periodically which may affect the formatting of the registration certificate and some changes could be required. The Contractor shall provide for a minimum of five (5) format or document changes in each calendar year at no additional cost to the State.
- 3. **Software Modifications and Release Management:** For LADPS/OMV initiated modifications to the software; Contractor shall provide timely cost estimates. Contractor shall commit to a delivery

date for enhancements, as mutually agreed upon, when LADPS/OMV determines to proceed with the change.

- a. Contractor shall prepare software releases and stages at LADPS/OMV for validation in a test environment. LADPS/OMV shall perform testing for authorization to proceed. Contractor shall manage the distribution of these releases to the multiple sites that are networked using the Contractor's proposed network and software distribution tools, while the Contractor retains the responsibility for putting the change into production at all sites. Proposer shall propose how they plan to provide, and fully describe their solution for updating all sites with any new software releases.
- b. Proposer shall propose an automated solution and detailed plan for managing and maintaining software modifications, which shall include Windows updates and Anti-Virus updates. Contractor shall provide for the central software management solution, as well as each kiosk system to maintain an audit record of all application software changes which shall include at a minimum the following:
  - i. Version number.
  - ii. A description of the change.
  - iii. How change was initiated (user requested or system support requirement).
  - iv. Person requesting change.
  - v. Person responsible for the change.
  - vi. Date and time of the change.
- 4. Ownership of Software and Data: Any software and/or hardware that is proprietary to the Contractor and which is utilized to fulfill the service requirements to the State of Louisiana under the contract shall remain the sole ownership of the Contractor. Any software explicitly written expressly for the use of interfacing with and operation of State computer systems, and has been paid for by the State, shall become the property of the State at the time the software is accepted by the State and payment is made to the Contractor. Contractor shall continue to provide support maintenance for this software for the term of any subsequent contract without additional cost to the State as long as the State does not make any modifications to the software without written approval from the Contractor.
  - Contractor shall maintain the data pertaining to the solution for the State of Louisiana; however, the State shall retain full ownership of all data collected on behalf of the State. Contractor shall provide the State access to the Data.
- 5. Title of Software: By submitting a proposal, Proposer represents and warrants that it is the sole owner of the software or, if not the owner, has received all legally required authorizations from the owner to license the software, as well as the full power to grant the rights required by this solicitation. Neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- 6. Term of Software License: Unless otherwise agreed to in writing among the parties, all licenses granted under the Contract shall be purchased on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the system. However, LADPS/OMV reserves the right to terminate the license at any time. All licenses granted to LADPS/OMV are for use of the Software Products at any of LADPS/OMV's computing facilities, on any equipment, by any number of users, and for any purposes for which it is acquired. LADPS/OMV further reserves the

right to transfer all rights under the license to another state agency to which some or all of its functions are transferred. This license is perpetual and in no event shall Contractor's remedies for any breach of the Contract include the right to terminate any license or support services hereunder. There shall be no relocation charge to LADPS/OMV in the event of the transfer of licensed Software Product(s) to another location and the licensed Software Product(s) is to be discontinued at the old location.

- 7. License and/or Use Agreements: Proposer shall include copies of any license conditions, and/or use agreements that the State is subject to for all hardware, software, and network components that shall be used for the development of the deliverables, and/or that shall be part of the proposed solution. Contractor shall be responsible for any license conditions, fees, and/or use agreements not disclosed in its proposal.
- 8. LADPS/OMV's Right's To Computer Software: LADPS/OMV's right to use computer software developed entirely at private expense may be limited by Contractor as stipulated in this Scope of Work. Notwithstanding any provision to the contrary however, LADPS/OMV shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunctions, or is otherwise rendered inoperable; use of the software at another LADPS/OMV site shall the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at LADPS/OMV's risk; and the right to reproduce any and all documentation provided. Such reproduction is for the sole use of LADPS/OMV. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by LADPS/OMV, the Contractor's sole remedy shall be to pursue a monetary claim in accordance with Louisiana Administrative Code. Nothing contained herein shall be construed to restrict or limit LADPS/OMV's rights to use any technical data in which LADPS/OMV may already possess or acquire under proper authorization from other sources. A third party shall possess the source code, graphics, resources, tools used, design specifications, etc., for the development of the kiosk application in an escrow account, to be used by LADPS/OMV in the event the Contractor is unable to meet contract requirements.
- 9. Third Party Acquisition of Software: Contractor shall notify LADPS/OMV in writing if it's intellectual property, associated business, or all of its assets are acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to the completion of the acquisition, Contractor shall obtain, for LADPS/OMV's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

#### 2.4.5 Security Specifications

- 1. State Information Technology (IT) Standards: The proposed solutions shall conform to all standards presently adapted by the State of Louisiana, Office of Technology Services. These standards are published on the Office of Technology Services website at <a href="http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx">http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx</a>. All applicable IT Standards shall also be adhered to by the proposed system. Each Contractor shall be responsible for reviewing these standards and ensuring that their solution meets or exceeds all applicable standards.
- 2. **Security and Data Confidentiality Requirements:** In its handling of any database files or other records and paper files of the Office of Motor Vehicles, or information derived there from, the

Contractor recognizes and acknowledges the confidential nature of said information, and shall comply with all the confidentiality restrictions embodied in La. R.S. 47:1508. Furthermore, Contractor recognizes that La. R.S. 47:1508.1 imposes fines and/or imprisonment upon conviction for the disclosure of information in violation of La. R.S. 47:1508 (Louisiana State Legislature - Louisiana Laws). In addition, Contractor shall be knowledgeable of and comply with all aspects of the Driver Privacy Protection Act (DPPA).

Contractor shall disclose or make available said confidential information only to those of its employees, agents and representatives whose duties clearly requires the need to know or be exposed to such information, and then only on the basis of a clear understanding by said employees, agents and representatives of their obligation to maintain the confidential status of such information and to restrict its use in accordance with the ensuing contract. Contractor agrees and assures that data, material, and information gathered based upon the ensuing contract or disclosed to Contractor for purpose of the ensuing contract will not be disclosed to other parties or discussed with other parties without the prior written consent of LADPS/OMV. Contractor's personnel shall always comply with all security regulations in effect at the State's premises, and externally for materials belonging to the Agency or to the project. Contractor is responsible for reporting any breach of security to the Agency during normal business hours (8:00 A.M. - 4:30 P.M. CDT, Monday through Friday (State legal holidays excluded) by immediately notifying the LADPS Security Administrator at (225) 925-6226. At times other than normal business hours, Contractor shall contact the Office of Technology Services Help Desk at (225) 925-6233 if the issue is technology related. If the issue is related to physical security after normal business hours, then the Contractor shall contact the LADPS Police at (225) 342-7324. Proposer shall explain how their proposed solution will meet or exceed these requirements and track all security incidents.

- 3. **System Security**: Proposer shall identify all security features with proposed system solution which include but not be limited to:
  - Password requirements (length, complexity, history retention, and revocation inactivity period and change requirements)
  - The proposed authentication mechanism whether it be application specific or utilizing the State's Active Directory Services
  - The proposed encryption algorithms
  - The conformity of LADPS-Data FTP-S server for file transfer (Specifications to be provided upon contract initiation)
  - Recommendations to account for unused and damaged license plate sticker material
  - Security accounting measures for the license plate sticker, supplies, and hardware under its control and during delivery and shipping.

#### 2.4.6 Quality Assurance Specifications

 Testing: The Proposer's response shall provide recommendations for testing strategies based on prior experience. Contractor shall provide a Test Plan which shall include a document describing the test scope, test approach, resources and schedule of intended test activities. The document shall identify the testing tasks (Functional Testing, System Integration Testing, Database Integrity Testing, End-to-End Testing, Performance Testing, Regression Testing, User Acceptance Testing, Product Installation Testing), who shall do each task, degree of tester independence, the test environment, the test design techniques and entry and exit criteria to be used, and any risks requiring contingency planning.

Contractor shall be responsible for **End-to-End testing** to ensure accuracy and timeliness of the complete application environment in a situation that mimics real-world use, such as database interactions, interfaces, network communications, or interacting with other hardware, applications, or systems. A test result report document shall be provided to LADPS for review and approval prior to implementation of the proposed solution.

The Contractor is responsible for assisting LADPS with **User Acceptance Testing** to ensure testing of the complete solution to meet or exceed all the requirements put forward in this RFP and shall support the business for which it was designed by LADPS staff. A test result report document shall be provided to LADPS prior to implementation.

Contractor shall perform **PERFORMANCE TESTING** to ensure the speed, effectiveness and stability of solution hardware, network integration, and applications performance for the proposed solution meets or exceeds all requirements defined within this RFP. Contractor shall perform quantitative tests such as measuring the response time and qualitative attributes such as reliability, scalability and interoperability. Contractor shall perform in conjunction with stress testing. A test result report document shall be provided to LADPS/OMV for review and approval prior to implementation.

Contractor shall be responsible for **Product Installation Testing** to ensure the solution meets RFP specifications and requirements at all locations and the operability of vehicle registration sticker issuance functions. A test result report document shall be provided to LADPS prior to implementation.

- Performance Requirements for Production: Total time to produce a vehicle registration document shall not exceed the current system performance (approximately thirty (30) seconds). The Proposer shall define clearly in the submitted response how much time a typical vehicle registration issuance process would take.
- 3. **Pilot Site:** Contractor shall successfully demonstrate their proposed solution at designated pilot sites by LADPS/OMV. These sites shall be used for acceptance testing and product sign off of all equipment prior to the implementation and roll out of the equipment state-wide.

#### 2.4.7 Transition and Installation

1. Transition Requirements and Plan: Based on the Contractor's experience of prior installation of their system, LADPS/OMV requires the Contractor to develop a detailed transition plan for the transition from the current system to the Contractor's system. Since LADPS/OMV's reliance on information systems to effectively serve the public and provide law enforcement with accurate information is extremely high, successful transition from existing systems to the new environment is critical. This transition shall require carefully orchestrated implementation steps as well as continual communication with all project stakeholders.

Contractor shall develop the transition plan with emphasis and focus on the following elements of transition:

- Project phases, goals, and objectives
- Transitional impact on customer service and loosely coupled systems
- Transitional impact and support requirements during and following the project
- Stakeholder expectations and communication needs

- Coordination of new business procedures in conjunction with the new information systems
- Technical Transition and Security Requirements
- Contractor shall provide a Contract Conclusion Transition Document: All converted data and
  data collected/compiled through the contract shall be solely owned by the State. The
  Contractor shall provide a plan for transitioning the contract to another Contractor or the
  State when the contract expires or is terminated (Inclusive, but not limited to, the database
  [system of record], database schema, financial records, forms, manuals, inventory, and
  custom developed online user interfaces) to either another Contractor or to the State of
  Louisiana. This plan shall be updated yearly and an updated plan shall be submitted to the
  State.
- 2. **Delivery and Installation:** Contractor shall deliver and install all proposed hardware and system and application software to all of Office of Motor Vehicle locations (Attachment H and Attachment I) and LADPS/OMV. Contractor shall be responsible for loss or damage to all equipment, parts and goods during shipment, delivery and installation. Contractor shall assume this responsibility until accepted in writing by the Office of Motor Vehicle personnel at the time of installation. Contractor shall deliver and install the equipment according to the installation schedule agreed upon by LADPS/OMV and the Contractor. All hardware and software shall arrive with the Contractor's installation team on the scheduled installation date.

Contractor shall deliver and install all proposed hardware and system software with no downtime for all offices designated issuing 45,000 or more vehicle transactions per year that are listed in Attachment H and Attachment I. Installation for these offices will require after hours or weekend installation. In addition, the Contractor shall provide one skilled employee, who is fully trained in the installation, operation and maintenance of the proposed system/application hardware and software, to be on site until all equipment functions properly for a minimum period of two (2) hours from the time of first usage.

Contractor shall deliver and install all proposed hardware and system and application software with a maximum downtime of 3 hours for all remaining offices listed in Attachment H and Attachment I. If an equipment failure results from normal operations, all old equipment shall be put back in operation within 1 hour of the end of the 3 hours of downtime. In addition, the Contractor shall provide one skilled employee, who is fully trained in the installation, operation and maintenance of the proposed hardware and system and application software, to remain on site following the installation. The technician shall remain on site until all equipment functions properly for a minimum period of two (2) hours from the time of first usage.

Contractor shall place at least one skilled employee who is fully trained in the installation, operation and maintenance of the proposed hardware and system software on site through the duration of the implementation and continuing for two weeks following the completion of the implementation, to answer questions from Office of Motor Vehicle personnel. If a major number of problems are still being experience after the two-week period LADPS/OMV may, at its sole option, require the Contractor's skilled employee to extend their stay until such time that the entire solution is stable and trouble calls have been reduced to an acceptable level. Any extended onsite support shall be provided by Contractor at no additional cost to the State. This level shall be determined mutually by the LADPS/OMV and Contractor.

#### 2.4.8 Maintenance and Support

#### 2.4.8.1 Maintenance Plan

- 1. Proposer shall include in their proposal a detailed hardware/software maintenance and support plan. Proposer shall describe all of these services as they relate to the proposed solution:
  - a. Customer Service and Support
  - b. Preventive Maintenance
  - c. Remedial Maintenance
  - d. Engineering Change Installation
  - e. Extended Period Coverage
  - f. Holiday Remedial Maintenance
  - g. After-hours Preventative Maintenance
  - h. Contracted On-site coverage
- 2. This plan shall provide adequate preventive maintenance and repair service for all locations to ensure that all locations shall remain operative during normal business hours. If maintenance is to be performed by a subcontractor, the subcontractor shall be identified in the Proposer's response to this RFP with address, phone number, and service base locations within Louisiana. This plan shall take into account that preventive maintenance shall be performed with limited interruption of the normal business of an office.
- 3. The plan shall include but is not limited to the following:
  - a. The number of proposed service representatives that will be available and their office locations throughout the state.
  - b. A detailed explanation of anticipated response times for unscheduled service needs.
  - c. The method Contractor will use to coordinate any maintenance visits with LADPS/OMV.
  - d. Frequency of routine/preventive maintenance on the system in accordance with the recommended schedule as prescribed by the manufacturer or as deemed necessary by decreased equipment performance.
  - e. A description of how parts supply and back up equipment availability shall be assured for all Office of Motor Vehicle locations and LADPS.
  - f. Available software upgrades at no cost to the State.
  - g. Suggestions for alternatives to on-site maintenance
  - h. Reliable data or industry-recognized independent user ratings on all equipment being proposed, if available.

#### 2.4.8.2 Maintenance Response

- 1. Customer Service: Contractor shall provide a single point of notification for all maintenance and support problems. Contractor shall provide a toll free telephone number for the purpose of contacting the Contractor's call center or help center that is available 24 hours a day, 365 days a year. Proposals shall describe the Proposer's intended call center or help center procedures for reporting, tracking, and obtaining status on problems and how service staff will be dispatched. Service request may come from various sources including but not limited to the State, LADPS/OMV, and PTAs.
- System Support: Contractor shall be required to provide continued support services after the
  system has successfully moved to production including support for both the hardware and
  software with less than a thirty (30) minute response time on any problem reported by LADPS
  from 5:30am to 7:00pm CST Monday through Saturday. The Contractor is responsible for

providing services without any disruptions. Contractor shall be required to have redundancy on their host environment to eliminate any interruptions.

Contractor shall be required to provide such support services via telephone, remote server administration, or live meeting for any calls by LADPS/OMV. If the issue is critical meaning any major part of the system (interfaces, batch processes, database, security, response time, and user interface) cannot be resolved by the Contractor within two (2) hours from the first report, the Contractor shall have in place an escalation process that provides for Contractor personnel capable of repairing hardware or software.

- 3. **Equipment Maintenance Response Time:** Normal working hours shall be Monday through Saturday, 5:30 a.m. to 7:00 p.m. (C.S.T.). Upon notification, during normal working hours, the Contractor shall respond to a call from any Office of Motor Vehicle location and the State within a minimum of thirty (30) minutes, and be on site within two (2) hours. Response is defined as a qualified service technician's arrival on-site and working on the reported problem. Proposer shall be explicit in how they shall comply statewide with this requirement. The Proposer should be aware that LADPS/OMV shall assess a penalty (reference Section 4.1.1) for non-compliance with the maintenance response time.
- 4. **Downtime:** The equipment or system is considered to be "down" if it is unavailable for customer use during normally scheduled hours of availability by LADPS/OMV. Downtime shall commence when LADPS/OMV reports the malfunction to the Contractor at its designated contact point, and shall end when the equipment or system becomes available for customer use.
- 5. Qualified Maintenance Personnel: All technicians of Contractor performing maintenance shall be properly authorized by the manufacturer(s) to perform such services. LADPS/OMV reserves the right to require proof of certification prior to the award and at any time during the term of the contract and its extensions.
- 6. **LADPS/OMV's Responsibility during Maintenance:** During any term of maintenance, LADPS/OMV personnel will not perform any maintenance or attempt repairs to the equipment except as authorized in writing by Contractor. LADPS/OMV shall permit access to the equipment that is to be maintained, subject to the installation site's security regulations.

#### 2.4.8.3 Contractor Responsibilities

- Contractor shall be responsible for the on-site remedial and preventive maintenance, which must include: (1) all labor, parts, and travel that is necessary to keep all products (including all hardware and software) in good operating condition and to preserve their operation within the requirements, specifications, and efficiency set forth in this RFP; and (2) any necessary shipment and insurance costs.
- 2. The cost associated for labor, maintenance, parts, travel, factory overhauls, rehabilitation, transportation, and substitute equipment for ninety-nine point five percent (99.5%) effective performance, shall be included in the overall transaction costs. In those instances where it is necessary for the Contractor to return the equipment to the factory, the Contractor shall be responsible for all costs of the equipment from the time it leaves the LADPS/OMV site until it is returned to the LADPS/OMV site in good operating condition. Only a new standard part or parts equal in performance to new parts shall be used in affecting repairs.
- 3. Contractor shall provide an incident report to LADPS/OMV upon completion of a service call detailing what actions were taken and the status of the problem.

- 4. Supplies: Delivery of supplies, including but not limited to forms, ribbons, and all cleaning supplies associated with printing, shall be the responsibility of the Contractor. All supplies shall be directly shipped to LADPS/OMV and PTAs'.
- Contractor shall be responsible for the collection and secure disposal of the used production materials required to create a vehicle registration certificate and license plate sticker as part of the contract.
- 6. LADPS/OMV shall be responsible for replenishing all Contractor supplied printer and kiosk consumables such as registration renewal stock, printer rolls, and paper where applicable.

#### 2.4.8.4 System Maintenance

- Contractor shall maintain their system's software and equipment to prevent any interruptions in the processes or service to the public. The Contractor shall be responsible for all applicable software upgrades, security patches, anti-virus protection and on-going support for the term of the contract.
- Scheduled and/or unscheduled software maintenance to restore services shall be completed by Contractor at no charge to LADPS/OMV and the Contractor shall coordinate with LADPS/OMV to manage the release of software fixes, if required. Contractor shall react immediately to restore services to sites that are not functioning.
- 3. Contractor shall provide a written explanation of any changes to software utilized in the LADPS/OMV operation. Contractor shall provide quality assurance of any software changes requested by the LADPS/OMV. The software changes shall not be implemented until it is operating to LADPS/OMV's approval. LADPS/OMV shall provide written approval to implement any software changes into production.
- 4. The Proposers shall describe how future system hardware and/or system and application software is to be upgraded including answers to the following questions:
  - a) Are upgrades handled as routine maintenance?
  - b) Are additional fees required for a new release level and what is the average additional cost?
  - c) How frequently are software upgrades needed?
  - d) How are the upgrades accomplished?
  - e) What is required of LADPS/OMV to perform the upgrades?
  - f) How frequently are the hardware upgrades?
  - g) Anticipated down times and contingency plans?

#### 2.4.8.5 Preventative Maintenance

- 1. Proposer shall propose a detailed preventive maintenance plan describing preventive maintenance tasks, schedules, frequency of each task, time required to perform each task, who is responsible for performing each task, etc.
- 2. Preventive maintenance work by Contractor shall be scheduled to minimize impact to normal business operations at each location. Preventive maintenance shall be performed at a time mutually agreed upon by LADPS/OMV and the Contractor.

#### 2.4.8.6 Remedial Maintenance

1. All service calls placed to Contractor shall be responded to within thirty (30) minutes, and maintenance personnel must be on-site within two (2) hours.

- 2. If remedial maintenance is required, the replacement parts or equipment shall be installed no later than: two (2) hours for printers or twenty-four (24) hours for kiosks. To ensure this request, successful Contractor shall stockpile parts.
- 3. At the time of installation, all equipment provided by Contractor shall be of new manufacture and in good working order. It shall be the Contractor's responsibility to make all necessary adjustments, repairs, and replacements, without additional charge, to maintain each system component in good working order for the term of the contract and any extension.
- 4. If Contractor fails to meet any requirement of remedial maintenance, LADPS/OMV shall require a replacement to be provided. If a replacement is requested by LADPS/OMV, such replacement shall be with new, unused equipment of comparable quality and shall be installed no later than two (2) hours for printers or ten (10) calendar days for kiosks following the request for replacement, at no additional cost to LADPS/OMV.

#### 2.4.8.7 Performance Level

- 1. Equipment and software furnished by Contractor shall be capable of continuous operation as defined in Part IV Performance Standards.
- 2. Contractor shall make sure that the hardware and software performs at an effectiveness level of ninety-nine point five percent (99.5%) or more during any thirty (30) day period. The effectiveness level is the percentage of scheduled production time during which the hardware and software is not down.
- 3. LADPS/OMV reserves the right to request a replacement from Contractor if any equipment has more than three (3) service calls placed within any consecutive thirty (30) day period. This will be exercised by LADPS/OMV, at its discretion.
- 4. If Contractor fails to meet any requirement of Performance Level, LADPS/OMV has the right to assess a penalty as designated in Section 4.1.1 Penalty Assessment.

#### 2.5 Deliverables

The deliverables listed in this section are the minimum required from Contractor. For the first sixty (60) days after Go-Live, the Contractor shall provide status reports on a weekly basis. After sixty (60) days, reporting shall be mutually agreed upon by LADPS and Contractor.

#### 2.5.1 Project Plan

Proposer shall submit a detailed project work plan with their proposal outlining the entire system design, development, initial testing, acceptance period, training, deployment, and implementation of all hardware and software. The project work plan shall include the time frames and required resources detailed in each component of the project.

Proposer shall describe what deliverables shall be provided per their proposal, and how the proposed deliverables shall be provided to include the following:

#### 1. Draft Project Plan:

A clear and precise explanation of an end-to-end approach to meet each requirement(s) put forward in this RFP. This information shall be included as a part of the Proposal Response to this RFP. Any graphical representations (presentations) to describe the proposed solution would be of additional advantage to the Proposer.

a. Approach for Vehicle Registration Sticker Issuance system

- b. Approach for the new self-service kiosks
- c. Plan for Preventive Maintenance and staging replacement components
- d. Information demonstrating the Proposer's understanding of the nature and scope of this project.
- e. Initial Work Plan
- f. Initial Project Schedule
- g. Initial Conversion Plan
- h. Initial Transition Plan
- i. Initial Training Plan
- j. Initial Disaster Recovery Plan
- k. Testing Strategy and Planning.

#### Contractor shall provide the following:

#### 1. Pre-Implementation:

- a. Final Work Plan
- b. Final Project Schedule
- c. Final Conversion Plan
- d. Revised Transition Plan
- e. Final Disaster Recovery Plan
- f. Revised Testing Strategy and Planning
- g. Defect Tracking and Reporting
- h. Revised Training Plan
- i. Primary Product Implementation Plan
- j. Weekly Status Reports

#### 2. Implementation:

- a. Final Transition Plan
- b. Final Product Implementation Plan
- c. Defect Tracking and Reporting
- d. Quality Assurance Results Report
- e. Product Sign-Off Report
- f. Vehicle Registration Sticker Issuance Manual Production and Distribution

#### 3. **Post-Implementation**:

a. Defect Tracking and Reporting (If any)

#### 2.5.2 Education and Training

- 1. Contractor shall provide a detailed operational training plan.
- 2. Contractor shall provide LADPS/OMV staff on-site system management and operations training sufficient to provide daily operational proficiency to include, but not limited to, the following:
  - a. Trouble shooting and monitoring.
  - b. Preventive Maintenance tasks (i.e. cleaning).
  - c. Replacement of consumable items.
  - d. System operation.
  - e. Standard report printing.

- f. ADHOC reporting.
- Contractor shall provide a detailed technical training and transition plan for the Office of Technology Services and LADPS/OMV technical staff. Technical training shall include system operation as well as an overview of the system hardware and software architecture and connectivity, hardware component and system installation, hardware and software problem diagnosis and resolution, remote system monitoring, etc.
- 4. The proposed technical and user training plan shall include:
  - a. Method of training.
  - b. Length of training (estimate number of hours for each type of employee).
  - c. Scope of training.
  - d. List of training materials and samples.
  - e. Detailed description of the training.
  - f. Detailed outline of each training session.
  - g. LADPS/OMV will establish a training schedule after consultation with Contractor. This schedule must coincide with the installation schedule.
- 5. Contractor shall implement a screen-oriented training manual that contains all the procedures necessary for the successful operation and interaction with the system shall be provided.

#### 2.5.3 Site, Delivery, Installation and Movement Provisions

- Delivery and Installation: Delivery of all products and services shall be in accordance with the
  requirements of this solicitation and according to a negotiated schedule acceptable to
  LADPS/OMV. All items must be assembled and set in place, ready for use. All crating and other
  debris must be removed from the premises.
- 2. **Work Site Damages**: Any damage from work performed by Contractor or sub-contractor under the contract shall be repaired to original condition and to LADPS/OMV's satisfaction at the Contractor's expense.
- 3. **Contractor Property Damage**: Contractor shall be entirely responsible for any loss or damage to his/her own materials, supplies, and equipment, and to the personal property of his/her employees while they are maintained on the work site.
- 4. **Environmental Specifications**: Environmental specifications for any equipment to be delivered under the contract shall be furnished in the proposal. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective.
- 5. Site Preparations and Modifications: Contractor shall be responsible for coordinating with LADPS/OMV for all site modifications required to install the systems acquired through this proposal. This shall include, for example, cabling of the office, any electrical work required at the facilities, any relocation of electrical service, relocation of furniture, relocation of existing cabling, etc. This includes all systems, peripherals, and options being requested through this RFP. Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete environmental specifications shall be the Contractor's liability. Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete drawings and blueprints provided by LADPS/OMV shall be LADPS/OMV's responsibility.
- 6. **Delivery Date**: Unless otherwise agreed to by LADPS/OMV in writing, Contractor shall deliver the System/Products, ready for testing, in accordance with the delivery dates specified in this RFP and

- the contract, or by the required delivery date specified on any future Order by LADPS/OMV referencing the contract.
- 7. Installation Responsibility: Except where otherwise expressly provided, "delivery" includes and shall not be complete until Contractor completes installation of all the new Products. Installation includes, without limitation, shipping to destination, all unpacking, positioning and connection of such products with internal utility services, in such a manner to render them ready for acceptance testing. All equipment installations shall comply with building and facilities standards established by LADPS/OMV.

8. Movement of Equipment: When it becomes necessary to move equipment covered by the

contract to another location, LADPS/OMV reserves the right to do so at its own expense. If Contractor supervision is required, LADPS/OMV will provide prior written notice of the move at least thirty (30) days in advance, in which case the Contractor shall provide the required services and be reasonably compensated by the LADPS/OMV.

Shipment to the new installation site shall be at LADPS/OMV's expense by any appropriate mode of transportation selected by LADPS/OMV. Contractor shall supervise packing, unpacking, and the relocation of equipment. LADPS/OMV shall compensate the Contractor for this service if the Contractor charges substantially all of its commercial customers for such services. If such charges are assessed, they will be at the Contractor's then current standard rates less any applicable discounts and shall be pre-approved by LADPS/OMV.

#### 2.5.4 Development/Acceptance

#### 1. System Development Period:

- a. The System Development Period will consist of the following stages:
  - User Acceptance Test Period: Full system integration testing, prior to production implementation, at LADPS/OMV designated test sites.
  - Acceptance Period: Acceptance is when all the systems are fully operational.
- b. The System Development Period shall commence upon receipt of written notice and documentation from Contractor that a successful system audit and test was performed at the site demonstrating that the system meets the design/performance capabilities stipulated by the contract.
- c. Upon request, LADPS/OMV shall provide written confirmation of its acceptance following the successful completion of each stage of the System Development Period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
- d. If Contractor fails to meet any of the above requirements, LADPS/OMV may require a replacement to be provided and/or may avail itself of the remedies for default, breach, and/or liquidated damages. If a replacement is requested by LADPS/OMV, such a replacement shall be with new, unused equipment of comparable quality and shall be installed no later than ten (10) calendar days following the request for replacement, at no additional cost to LADPS/OMV.
- e. LADPS/OMV shall maintain appropriate daily records documenting performance during the Acceptance Period and such records shall be conclusive for purposes of determining acceptance.

#### 2. User Acceptance Test Period:

- a. The first system configurations (Prototypes) shall be delivered to LADPS/OMV determined location(s) by Contractor for the User Acceptance Test Period. The User Acceptance Test Period shall be a full system integration testing period where the Contractor shall operate the system and successfully demonstrate all requirements of this RFP.
- b. Contractor shall develop and provide two (2) fully functional kiosk prototypes for demonstration and testing purposes.
- c. The devices shall be attached to communication lines in a manner identical to that of the production kiosks.
- d. Testing shall include the following:
  - Perform successfully in accordance with all the mandatory requirements specified in this RFP.
  - Perform successfully in accordance with all the manufacturers and successful Contractors technical and user specifications.
  - Demonstrate ability to provide adequate service and maintenance.
  - Demonstrate ease of operation.
  - Demonstrate effective and efficient operation of the entire system.
  - Interface to LADPS/OMV applications.
  - Demonstrate system security, including software and hardware security features.
  - Demonstrate state-of-health transmission to and from the kiosk locations.
  - Present the training and education support plan.
  - Produce a variety of useful statistical reports.
- e. If any kiosk does not meet the standard of performance during the test period, the User Acceptance Test Period may continue, at LADPS/OMV's sole discretion, on a day-to-day basis until all kiosks concurrently meet the standard of performance.
- f. Subsequent system installations shall be scheduled as determined by LADPS/OMV in preparation for the Acceptance Period. Contractor and LADPS/OMV shall conduct an operational site systems test and review at each of the sites after the equipment is installed and certified ready for production and implementation.

#### 3. Acceptance:

- a. Once the User Acceptance Test Period is declared successful by LADPS/OMV, subsequent system installations at the remaining sites shall be scheduled as determined by LADPS/OMV. Contractor and LADPS/OMV shall conduct an operational site systems test and review at each site after the equipment is installed and certified ready for production and implementation.
- b. Once the remaining sites are declared fully operational and Contractor certifies that the full System is ready for acceptance in writing, the Contractor shall agree to an acceptance period of up to thirty (30) days for all requirements of this RFP.
- c. During Acceptance:
  - Each hardware product shall conform to all specifications published or provided by Contractor or manufacturer, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, performance requirements and maintenance.

- Each software Product shall conform to all specifications published or provided by Contractor or developer in all respects, including, but not limited to, operating performance, timing characteristics, sizing and compatibility.
- d. Acceptance shall not occur until all Products function as an integrated System and can successfully perform all the mandatory requirements identified in the contract.
- e. Upon completion of a deliverable, Contractor shall document each deliverable in final form to the Project Manager for acceptance.
- f. Upon receipt of a final deliverable, the Project Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements.
- g. When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this RFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and shall:
  - Be presented in a format appropriate for the subject matter and depth of discussion.
  - Be organized in a manner that presents a logical flow of the deliverable's content.
  - Represent factual information reasonably expected to have been known at the time of submittal.
  - Present information that is relevant to the section of the deliverable being discussed.

#### 2.5.5 Required Project Policies, Guidelines and Methodologies

Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to personal identification/security, data protection, data retention, and data transmission.

#### 2.5.6 Contractor Minimum Qualifications

Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. Proposer shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such service.

#### 2.5.7 Status Reports

#### 1. Project Management:

- a. Contractor and LADPS/OMV shall conduct bi-weekly progress meetings. A bi-weekly project progress report shall be submitted two (2) days in advance prior to the discussion with the Project Manager and shall contain, at a minimum, the following information:
  - i. Work accomplished during the bi-weekly period.
  - ii. Deliverable progress, as a percentage of completion.
  - iii. Problem areas including scope creep or deviation from the work plan.
  - iv. Planned activities for the next reporting period.

v. Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.

#### 2.6 Period of Agreement

The period of any contract resulting from this RFP is tentatively scheduled to begin on or about October 1, 2016 and continue through September 30, 2019 with the option for two additional three-year and one one-year contract renewals. The State has the right to contract for up to ten years in accordance with La. R.S. 39:198.C.

The annual continuation of the contract shall be contingent upon the availability of funds as stated in Section 1.35.3, and/or the continued favorable evaluation of the contractor's performance by the Office of Motor Vehicles and the Office of Technology Services at the end of each contract year. The Proposer should be prepared to begin initial contract activities on October 1, 2016.

#### 2.7 Price Schedule

Prices furnished by the Proposers shall be submitted on the price schedule furnished herein on Attachment M. Prices submitted shall be firm for the term of the contract. Prices shall include delivery of all items to each individual destination at Contractor's expense.

- Vehicle Registration Forms: Proposer shall provide a transaction cost to the agency based on a
  per unit rate of material. A registration transaction shall be defined as the production of an over
  the counter or dealer registration form with license plate stickers. This transaction cost shall
  include all materials required to produce a registration form and a license plate sticker. At the
  request of the State voided, reprinted, or discarded forms will not be counted as a transaction.
- 2. Batch and Dealer Registration Form: Proposer shall provide a transaction cost to the agency based on a per unit rate of material. A registration transaction shall be defined as the production of a registration form with a license plate sticker. This transaction cost shall include all materials required to produce a registration form and a license plate sticker. Activities include printing, postal preparation at Contractor supplied batch facility, and mailing. LADPS/OMV is responsible for all postal shipping costs.
- 3. Kiosk Transaction Fees: Proposer shall provide costs associated with completing transactions using the new kiosk solution. The allowable fees will be a convenience fee for processing transactions, and a service fee for credit card processing. Note the kiosk shall be at no cost to the State. Any service fees from credit card transactions are subject to legislature review and approval. The printing materials used for kiosk registration transactions will be assessed at the per transaction rate assigned above.

Ongoing hardware and software maintenance shall be factored in when determining the per transaction cost and shall also include costs for a minimum of one technology refresh of the software included in the contract within each renewal period. Additional technology refreshes and costs may be included in the per transaction cost as deemed necessary by Proposers.

The State reserves the right to hold payments until all requirements in this RFP based upon the timelines provided are successfully completed. The successful Proposer should be prepared to begin work according to the timeline proposed by LADPS/OMV. Any of the standard project components specified in the RFP

and in the winning proposal are subject to exclusion from any resulting contract at the discretion of the LADPS/OMV, including a corresponding reduction in contract amount.

#### 2.8 Proposal Elements

#### 2.8.1 Financial

Proposal shall include prices per the schedule furnished in Attachment M. All operational costs such as hardware, software, maintenance, service and support for the full turnkey solution shall be priced at the per transaction rate. Contractor shall address all requirements defined and shall successfully implement a comprehensive solution that shall satisfy all the requirements stated in this RFP.

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "COST PROPOSAL."

#### 2.8.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP. The Proposer shall provide:

- 1. A comprehensive description of the proposed hardware and system software. The description shall be detailed enough to enable evaluators to determine that the proposal satisfies all RFP requirements. All necessary hardware to support the proposed solution shall be new.
- 2. Plans and/or schedule for implementation, or orientation, or installation, etc.
- 3. Plans for user training, knowledge transfer, etc.
- 4. Capabilities for disaster recovery and continuity of operations.
- 5. Provision for customer service, including personnel assigned, toll-free numbers, and account inquiry, etc.
- 6. Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- 7. References for at least three states, government agencies, or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference.
- 8. Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- 9. Information demonstrating the Proposer's understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the State to consider.

2.8.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the State. A certified Veteran-Owned and Service-

Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

#### https://smallbiz.louisianaeconomicdevelopment.com

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (La. R.S 39:2171 et. seq.) concerning the Veteran Initiative may be viewed at:

http://legis.la.gov/Legis/Law.aspx?d=671504

The statutes (La. R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at: <a href="http://legis.la.gov/Legis/Law.aspx?d=96265">http://legis.la.gov/Legis/Law.aspx?d=96265</a>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:

http://www.doa.la.gov/pages/osp/se/secv.aspx

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurships may be obtained from the Louisiana Economic Development Certification System at:

#### https://smallbiz.louisianaeconomicdevelopment.com

Additionally, a list of Hudson and Veteran Initiative small entrepreneurships, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal:

https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\_user=self\_reg

This may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network:

https://wwwcfprd.doa.louisiana.gov/osp/LaPAC/vendor/VndPubMain.cfm

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

#### PART III: EVALUATION

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

Evaluation Criteria	Possible Points
Financial Proposal (Section 3.1)	60
Technical Proposal (Section 3.2)	120*
Veteran and Hudson Initiative (Section 3.2.1)	20
Total Possible Points	200

\*Note: A minimum score of ninety (90) points for the Technical Proposal must be obtained for a Proposer to proceed to the Financial Proposal evaluation. Any Proposal failing to receive the minimum score of ninety (90) points at the end of the Detailed Evaluation of Technical Proposals will not be evaluated further and will be ineligible for award.

The Proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The scores for the Financial, Technical Proposals and the Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

The remainder of this section of the RFP describes each step in the evaluation process in detail.

#### 3.1 Financial Proposal

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "COST PROPOSAL".

The following financial criteria will be evaluated:

The Financial component of the evaluation should include Operational Costs. Operational costs of the vehicle registrations will be calculated as follows:

(Over the Counter) Vehicle Registration Form Material (per Unit) Cost times the Estimated Qty (2,250,000) plus the Dealer & Batch Vehicle Registration Form Material (per Unit) Cost times the Estimated Qty (775,000).

The operational costs of the kiosks are to be self-funding through transaction fees with no costs billed to the State. The Kiosks Transaction Fees will not be part of the Cost scoring evaluation.

The finance/cost evaluation portion awards the maximum points to the lowest proposed cost.

Prices proposed by the Proposers shall be submitted on the price schedule furnished in Attachment M. Prices proposed shall be firm for the term of the contract.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost.

A proposer's base cost score will be based on the cost information provided in Attachment M and computed as follows:

CS = (LPC/CT\*60)

Where: CS = Computed cost score for Proposer

LPC = Lowest proposed cost of all Proposers

CT = Proposer's Combined Total Cost (from Attachment M)

60 = the maximum points awarded for this area

#### 3.2 Technical Proposal

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by the Evaluation Committee in the evaluation of the technical proposal. Such factors may include but are not limited to the factors listed below.

The purpose of the detailed evaluation of the technical proposals shall be to select proposals who will provide all required capabilities to the Evaluation Team. Technical Proposal evaluation criteria will be weighted as indicated below.

#### **Service and Support Requirements**

The information submitted for review shall include an overview of the project requirements detailing the proposers understanding of and approach to the project and how each element of the Scope of Services will be accomplished. Any work to be performed by subcontractors shall also be identified. Other resources required per the RFP shall be addressed here including committed financial and personnel resources, other available service requirements such as proposers quality assurance plan, proposers reporting and billing capabilities, emergency service, complaint handling, and support, etc.

A maximum of 50 points have been assigned for responses to the Services and Support Requirements.

#### **Organization and Experience Requirements**

Proposer shall include information required per the RFP which will support financial strength and stability, experience with related services and products, existing customer satisfaction, demonstrated technical support, etc. Proposer shall list all relevant work experience and qualifications of the proposer, proposed staff, and subcontractors (see Section 1.5 #4 Proposer Qualifications and Experience) relevant to this RFP. The proposer shall list at least three (3) references with names and phone number of contact persons. These references shall be of sufficient size, complexity, and similarity to this proposal to allow judgment on the proposer's ability to implement its proposal. The references of the proposer and subcontractors may be researched. Additionally, the proposer's past performance with State of Louisiana may be used in the evaluation process.

A maximum of 40 points have been assigned for responses to the Organization and Experience Requirements.

#### Implementation/Orientation Plan Requirements

Proposer shall submit a schedule and method of implementation of the services required by this RFP. The proposer shall detail how the project will be accomplished including schedules, Gantt charts, deliverables, quality assurance, etc. To be included are any other requirements deemed necessary by the proposers for successful contract start-up and monitoring.

A maximum of 15 points have been assigned for responses to the Implementation/Orientation Plan Requirements.

#### **Equipment, Installation, Service and Support Requirements**

The information submitted for review shall include sufficient availability assurance, operation support, customer notifications, escalation procedures, and metrics that demonstrate a highly robust offering for the State that fulfills the program objectives and satisfies the program requirements. Proposer should provide a comprehensive description to the fulfillment of all Equipment and Software requirements related to (but not limited to) performance standards, installation, maintenance availability, repair and replacement. These factors should establish the extent to which the proposer's service and support minimize the State's management burden by providing the State with the tools required to effectively monitor the parameters of the services described, identify violations, and calculate related penalties.

A maximum of 10 points have been assigned for responses to the Equipment, Installation, Service and Support Requirements.

#### **Innovative Concepts Requirements**

Proposer shall include any innovative products and services offered as part of their solution. The State is interested in solutions which minimize implementation efforts, streamline deployment, and provide for efficient management of the solution including error handling, financial reconciliation, software upgrades, security configurations, PCI compliance, and network configurations. In addition, the State is interested in solutions which improve the speed at which employees can service customers.

A maximum of 5 points have been assigned for responses to the Innovative Concepts Requirements.

## 3.2.1 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

**Proposer Status and Reserved Points** 

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:

- o The number of certified small entrepreneurships to be utilized
- o The experience and qualifications of the certified small entrepreneurship(s)
- The anticipated earnings to accrue to the certified small entrepreneurship(s)

If the proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

#### PART IV: PERFORMANCE STANDARDS

#### 4.1 Performance Requirements

When the contract requirements are not met, the Contractor shall be given thirty (30) days after written notification to correct the problem. If the problem is corrected within the thirty (30) day correction action period, there will be no penalty.

The Contractor shall report monthly and advise the State via electronic system notification if issues occur. If the requirements are not met and the problem is not corrected within the thirty (30) day corrective action period, the Contractor shall receive a reduction based on section 4.1.1 Penalty Assessment. The penalty is removed when the Contractor is in compliance.

If the Contractor fails to comply again for the same contract requirement, the reduction based on section 4.1.1 Penalty Assessment, shall be imposed again without the benefit of the thirty (30) day corrective action period. The penalty is removed when the Contractor is in compliance.

The State reserves the right to immediately shut down the Contractor for non-compliance.

#### 4.1.1 Penalty Assessment

The State shall assess penalties for failure to comply with requirements requested in this RFP. Double Jeopardy shall not be invoked.

2.4.7	Maintenance Response	Penalty of 1% percent per hour of the average daily invoice. (Maximum of \$15,000 per day.)
4.1	Performance Requirements	A penalty of 1% of the average daily invoice over the past 30 consecutive working days for each 1/10 of a percent under 99.5% shall be accessed for each day the total solution availability falls below 99.5% (Maximum of \$15,000 per day.)

#### 4.2 Performance Measurement/Evaluation

Contractor shall provide services, equipment and supplies necessary to produce a completed vehicle registration forms and kiosk solution in accordance with the specifications contained in this RFP and the Contract.

Specific metrics will be developed and included as a component of the service level agreements created to meet performance requirements. It shall be the responsibility of the Contractor to capture and report the agreed upon metrics monthly. The State may independently verify these metrics internally or via an independent third party.

A requirement of the system is to seamlessly switch from the current Vehicle Registration Sticker issuance system to the new system with a minimal amount of down-time. The responsiveness as well as the uptime during normal business hours shall also determine solution performance.

Performance shall be measured in three areas:

- 1. **Installation of new equipment -** Installation and testing of new equipment shall take place with minimal interruption to LADPS/OMV or PTA normal business processes.
- 2. **Initial solution acceptance period** Initial solution performance shall be determined by the full functioning operation of all components for a period of thirty (30) consecutive working days with an availability of 99.5%. If Contractor is not able to meet or exceed the 99.5% availability for thirty (30) consecutive working days within ninety (90) days of start of the initial acceptance period LADPS/OMV may, at its sole option, terminate the contract.
- 3. **Continuous Performance** Ongoing performance shall be determined by the percentage of availability of the total solution. The total solution must maintain 99.5% availability each day during normal business hours. The total solution availability shall be calculated as:

```
PTSA = 1 - ((ND * TH) / TDT)
```

Where:

PTSA = Percent of total solution availability

ND = Total number of devices

TH = Total hours per business day

TDT = Summation of total device down time per business day

Device downtime shall be determined by the length of time a device is unable to perform its designed function due to a malfunction either with the device or with a component the device depends on to perform its function. For example, assume the solution requires a server to distribute a print buffer to the vehicle registration printers which will in turn generate the vehicle registration and/or sticker. Therefore, when the server is down no vehicle registrations or stickers can be printed. Therefore, all vehicle registration printers shall be considered down until such time the server is restored to an operational state and printer buffers are once again being transmitted to the printers. If the server is down for 1.5 hour and the total number of printers is 200 then the total downtime for this incident would be 300 hours. Double charging shall not be calculated should a printer also be down during this same period of time. Down time for the printer will only be calculated for the time outside of the server downtime window. If a printer is down one (1) hour before the server outage and is restored one (1) hour after the server is restored, then the downtime added for the printer being down will be an additional two (2) hours and not the total 3.5 hours since 1.5 hours has already been calculated in the server downtime calculation.

Outages of services not provided by the solution but for which the solution depends on to perform its designed function shall not be counted as downtime for the solution. Examples of these services are electrical power at the field offices, network problems, legacy system down, etc. The downtime shall begin when Contractor has been notified of the device being out of service and shall end when the device has been restored to an operational state. Downtime will only accumulate during normal office hours. For example, if the office business hours are 8:00 AM thru 4:00 PM CDT and a printer goes down at 3:00 PM CDT (Day one) and is returned to an operational state at 9:00 AM CDT the next business day (Day two) the amount of down time for calculation of the daily percentage of availability will be one (1) hour for Day one and one (1) hour for Day two.

#### 4.2.1 Maintenance Availability

Contractor shall be required to provide continued support services after the system has successfully moved to production including support for both the hardware and software with less than a thirty (30) minute response time on any problem reported by LADPS/OMV from 5:30am to 7:00pm CDT Monday through Saturday. The Contractor is responsible for providing services without any disruptions. Contractor shall be required to have adequate redundancy on their host environment to minimize any interruptions.

Contractor shall be required to provide such support services via telephone, remote server administration, or live meeting for any calls by LADPS/OMV. If the issue is critical, meaning any major part of the system (interfaces, batch processes, database, security, response time, and user interface) cannot be resolved by the Contractor within two (2) hours from the first report, the Contractor shall have in place an escalation process that provides for Contractor personnel capable of repairing hardware and/or software.

4.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

### Attachment A: Sample Generic Contract

STATE OF LOUISIANA	File No
PARISH OF	Solicitation No
(NAME OF CONTRACT)	

#### 1. CONTRACT

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

#### 2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

(If the Scope of Services is more lengthy than will fit here, it may be attached separately, referenced and incorporated herein.)

#### 2.1. PERFORMANCE REQUIREMENTS

#### 2.3. PERFORMANCE MEASUREMENT/EVALUATION

# 2.4. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of this contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

#### 3. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### 4. FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

#### 5. HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

#### 6. PAYMENT TERMS

The Contractor shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in this Contract.

#### 7. LATE PAYMENTS

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

#### 8. DELIVERABLES

Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

## 9. TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all State and local sales and use taxes.

#### 10. TERMINATION

#### 10.1. TERMINATION OF THIS CONTRACT FOR CAUSE

The State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

#### 10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE

The State may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

#### 10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### 11. OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

All records, reports, documents and other material delivered or transmitted to Contractor by the State shall remain the property of the State, and shall be returned by Contractor to the State at Contractor's expense, at termination or expiration of this contract.

## 12. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

#### 13. WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

#### 14. WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

## This paragraph may only apply when software is involved.

No Surreptitious Code Warranty: Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

## 15. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate the Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### 16. INSURANCE AND BONDS

#### 16.1. INSURANCE

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, (in accordance with Section(s) \_\_\_\_\_of the RFP). The Contractor shall maintain the insurance for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

#### 16.2. PERFORMANCE BOND

Contractor shall provide a Performance Bond (Surety Bond) in the amount of \_\_\_\_\_\_\_ dollars (\$\_\_\_\_\_\_) to insure the successful performance under the terms and conditions of this Contract. The performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

#### 16.3. FIDELITY BOND

The Contractor shall be required to provide a Fidelity Bond in the amount of \$\_\_\_\_\_\_to protect the State from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The Department of \_\_\_\_\_\_shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the performance bond for the full term of this contract. Failure to comply shall be grounds for termination of this contract.

#### 17. LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

#### 18. SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

#### 19. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

#### 20. SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

#### 21. ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

#### 22. CODE OF ETHICS

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

#### 23. CONFIDENTIALITY

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the

paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

#### 24. CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

#### 25. RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

#### 26. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

#### 27. CONTRACTOR'S COOPERATION/CLOSE-OUT

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

#### 28. COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

## 29. SECURITY

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <a href="http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx">http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx</a> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

#### 30. TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than < length of term specified in the RFP>, unless otherwise terminated in accordance with the Termination provision of this Contract. The State has the option, upon acceptance by the Contractor, to extend for < extension language as specified in the RFP>.

#### 31. COMMENCEMENT OF WORK

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

#### 32. E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

#### 33. COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

#### 34. RECORD RETENTION

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

#### 35. ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

#### 36. CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

#### 37. ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

#### 38. CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

#### 39. ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

#### **40. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

#### 41. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

# 42. ORDER OF PRECEDENCE

The Request for Proposals (RFP), date	d, and the Contractor's Proposal dated
, are attached hereto	and, incorporated into this Contract as though fully set
forth herein. In the event of an incor	nsistency between this Contract, the RFP and/or the
Contractor's Proposal, unless otherwise	provided herein, the inconsistency shall be resolved by
giving precedence first to this Contract, t	hen to the RFP and finally, the Contractor's Proposal.
	,
THUS DONE AND SIGNED AT	on this day of, 20,
and, IN WITNESS WHEREOF, the partie	es nave executed this Contract.
WITNESSES' SIGNATURES:	CONTRACTOR SIGNATURE:
	Ву:
	Title:

	on Rouge, Louisiana on this	$_{ ext{-}}$ day of $_{ ext{}}$	, 20
and, IN WITNESS WHEREOF, the p	parties have executed this Contract.		
WITNESSES' SIGNATURES:	STATE AGENCY SIGN. By:		
	Title		
	Phone No.:		
	Approved by:		
	Director of State Procurement		
	Date:		

## Attachment B: Certification Statement

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

**OFFICIAL CONTACT.** The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date	e Official Con	tact N	ame:
A.	E-mail Address:		
B.	Facsimile Number with area code:	(	)
C.	US Mail Address:		
	oser certifies that the above information is		and grants permission to the State or Agencies to contact ormation provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

- 1. The information contained in its response to this RFP is accurate;
- 2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- 3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- 4. All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the State reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.
- 5. Proposer understands that if selected as the successful Proposer, he/she will have seven (7) calendar days from the date of delivery of final contract in which to execute the final contract document.
- 6. Proposer certifies, by signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133). A list of parties who have been suspended or debarred can be viewed via the internet at <a href="https://www.sam.gov">https://www.sam.gov</a>.

Authorized Signature:		
Typed or Printed Name:		
Title:		
Company Name:		
Address:		
City:	State:	Zip:
SIGNATURE of Proposer's Authorized	Representative	DATE

# Attachment C: License Plate Decal Specifications

This specification shall cover the equipment, materials, performance characteristics, quality, testing and support services for retroreflective sheeting with verifiable directional security marks to produce thermal transfer printed validation stickers for license plates.

## Section I: General Requirements

- A. **Description:** The retroreflective (hereafter referred to as "reflective") sheeting shall consist of lens elements enclosed within a transparent resin and shall have either two pre-coated pressure sensitive adhesives separated by a liner or a single adhesive layer, depending on customer requirements. The first layer assures maximum adhesion to the license plate, while the second layer, piggyback coated on the liner of the first adhesive, facilitates sheeting and card-stock processing through the manufacturer's thermal transfer printing system.
  - The sheeting shall display protective directional security marks that are visible only at a specific viewing position and are extremely difficult to counterfeit. These security marks shall facilitate visual verification of authenticity.
  - The reflective sheeting shall have a smooth weather resistant surface, which is receptive to durable thermal transfer resin colorants. The surface shall enable high quality thermal transfer imaging. The reflective stickers shall be processed according to the sheeting manufacturer's recommendations.
- B. **Prequalification:** Proposers shall identify and submit technical data exhibiting characteristics and processing parameters of the sheeting, adhesives, thermal transfer printing colorants, and equipment systems for the production of completed validation stickers. If a review of the technical data indicates that the proposed materials and equipment comply with the requirements of this specification, the prospective Proposer or supplier shall be so notified.
  - The successful Proposer shall be required to provide all equipment, computer software programming, and operator training to produce validation stickers.

#### Section II: Specifications

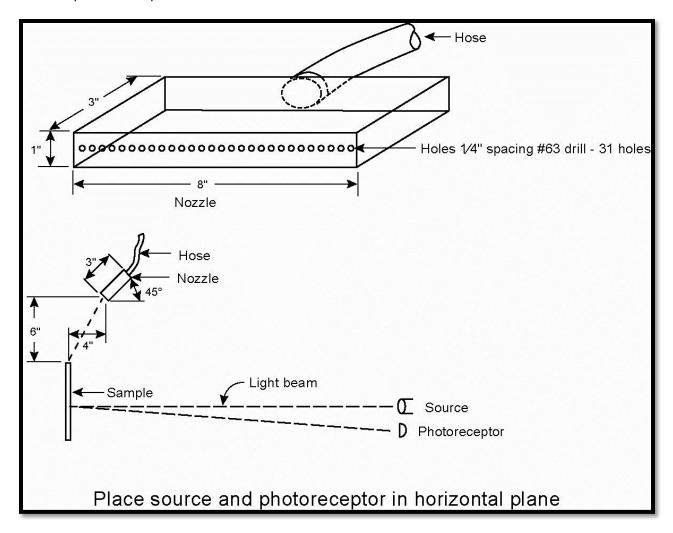
**A. Retroreflective Characteristics:** The unprinted reflective sheeting shall have the following minimum coefficients of retroreflection expressed as candlepower per foot candle per square foot of material (candelas per lux per square meter). Test samples shall be oriented as specified in the manufacturer's instructions. The coefficient of retroreflection shall be measured in accordance with ASTM E-810, "Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting," except that only one reading shall be taken at each position; the sample shall not be rotated 90 degrees. See Attachment C and D for Retroreflective Characteristics of other colors.

White	Observation Angle 0.2°
Entrance Angles	
-4°	50.0

40°	15.0	

**Rainfall Performance:** The coefficient of retroreflection of the same sheeting, totally wet by rain, shall not be less than 90% of the above values. The photometric performance during rainfall shall be determined as follows:

Test set-up for rainfall performance:



Place the test panel in an upright position 6 inches (15.2 cm) below and 4 inches (10.1 cm) in front of the nozzle as shown below:

Apply sufficient water pressure so that the upper surface of the spray envelope strikes the top of the panel.

With water falling on the panel, measure the coefficient of retroreflection. Wet performance measurements shall be conducted at  $0.2^{\circ}$  observation and  $-4^{\circ}$  entrance angles in accordance with ASTM E-810.

#### B. Adhesive and Protective Liner

The first pre-coated pressure-sensitive adhesive shall form a durable, vandal resistant bond to clean, dry, properly painted or reflective sheeting license plate surfaces or sticker surfaces of the same material.

Adhesive No. 2, if required for a piggyback construction and applied to the backside of adhesive No. 1's liner, shall hold retroreflective stickers on a temporary support liner prior to release and tipping onto card-stock.

The adhesive shall not exude from sheeting edges when processed into finished stickers so as to cause pieces to stick together during printing, handling or while packaged in shipment and distribution.

The protective liner of adhesive No. 1 shall be removed by peeling without soaking in water or other solvents and shall be easily removed after storage for one (1) hour at 150 degrees F. (66 degrees C.) under a weight of 2.5 lbs. per sq. in. (0.17 kg/cm squared).

#### C. Diffuse Daytime Color

Through instrumental color testing, the diffuse daytime color of the reflective sheeting shall conform to color requirements as determined spectrophotometrically in accordance with ASTM E-1164 and E-1349, utilizing either 45/0 or 0/45 degree illumination/viewing conditions as described in E-1164 and E-1349 for retroreflective materials. Chromaticity and the Luminance Factor based on CIE tristimulus values for the 2° observer and Illuminant D65, shall be calculated in accordance with ASTM E-308. See Attachment E for color specification requirements of other colors.

Chromaticity Coordinate							
	Luminance Factor						
White	.303	.290	35 min.				
	.365	.354					
	.340	.378					
	.278	.316					

#### **D. Directional Security Marks**

The sheeting shall have protective directional security marks, which are an integral part of the sheeting, and which make unauthorized sticker reproduction extremely difficult. The security marks shall be of a design mutually agreed upon by the State and the sheeting manufacturer and shall meet the following additional requirements:

Stickers (25 inches - 64 cm - from the ground) properly applied to a vertically-mounted license plate shall provide effective visual verification by exhibiting the following:

The marks shall be visible to a 6 ft. (180 cm) tall viewer directly facing the sticker's surface at 30 degrees above the perpendicular to the sticker.

The marks shall not be visible to the viewer standing 2 ft. (.6m) and 20 ft. (6.1m) from and directly facing the sticker.

The marks shall not be visible when viewed at an angle greater than 45 degrees to the left or right side of the sticker.

The security marks shall: a) be verifiable in diffuse daylight and by retroreflected light at night; b) be visible on a sticker when held at arm's length and slightly tilted. These same marks shall not be visible when rotated 90 degrees from the first viewing position; c) not alter sheeting colors or reduce sheeting brightness below specified levels; and d) not be removable by chemical or physical means from the sheeting or finished validation sticker, applied or unapplied, without irreparable damage to the reflective system.

## E. Processability

Contractor shall furnish a matched component system inclusive of all sheeting, adhesives, thermal transfer colorants, and equipment needed to produce license plate validation stickers meeting the requirements of this application.

All components shall be compatible with all procedures and equipment used by the State, to manufacture license plate validation stickers. Verification of compatibility will be required by the State's sticker manufacturing facility prior to initiating the production of validation stickers of each size and color specified; the components shall be submitted to the appropriate agency for visual examination and testing. Print quality of finished stickers shall meet commonly accepted industry standards to include machine-readable code, when required.

#### F. Production Equipment

The sheeting manufacturer shall only warrant performance of their stickers through pre-approved production equipment. If equipment used has not been tested for print durability, media path or if additional processes diminished the overall reflectivity of the sticker, the sheeting manufacturer cannot be held accountable for poor performance of finished validation sticker.

#### G. Cleanability

The sheeting processed into finished stickers and applied in accordance with the recommendations of the reflective sheeting manufacturer, shall be readily cleansed of normal dirt accumulation by washing with water and mild detergent.

The surface shall also be sufficiently solvent-resistant to permit cleaning with solvents commonly used to clean vehicle finishes. Accordingly, the surface printed colorant shall show no wear after exposure to 25 cycle rubs (one cycle equals one rub back and forth) with a "Q-tip" type cotton swab with gasoline, methyl alcohol, kerosene, mineral spirits, VM & P naphtha, 409 cleaner, window cleaners, and other common cleaners used to clean automotive paint finishes. See Attachment F for the test method.

#### **H.** Wet Abrasion Resistance

Finished stickers shall show good wet abrasion resistance after 1000 cycles of "Wet Scrub" testing. No appreciable wear shall be observed. See Attachment F for the test method.

#### I. Performance Life

Finished stickers including surface printed colorants shall remain clear and durable and shall provide a compatible surface for direct application of additional validation stickers of the same material.

## J. General and Dimensional Requirements

The sheeting shall be furnished as die cut stickers in roll form to the size and shape specified. Rolls shall be wound to provide proper orientation of the security mark.

#### K. Technical Service

The Contractor shall provide a technical assistance call center with competent technical service and product information for the purpose of troubleshooting printing equipment. If the issue is not rectified in a timely manner (in accordance with Section 2.4.7.2 Maintenance Response), the Contractor must dispatch qualified personnel to fix the issue.

In the event production difficulties are experienced with the successful Proposer's materials, the sheeting manufacturer shall provide telephone toll-free technical service call-in consultation. Telephone technical service shall be furnished by the sheeting manufacturer at no additional cost until such times as the difficulties are resolved.

#### L. Packaging and Delivery

All reflective sheeting and other materials shall be packaged in accordance with accepted commercial standards.

# Attachment D: Validation Sheeting Retroreflective Characteristics

The coefficient of Retroreflection shall be measured on flat, clean Validation Sheeting and shall have the following minimum values at 0.2° observation angle, expressed as candlepower per foot-candle per square foot (candelas per lux per square meter) of material. Measurements shall be conducted in accordance with ASTM E-810, "Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting".

Color	Entrance Angle				
	-4°	40°			
White	50	15			
Yellow	30	8			
Lemon-Yellow	28	11			
Green	28	8			
Blue	14	5			
Red	10	3			
Orange	6	2			
Gold	30	10			
Yellow-Green	24	8			
Magenta	12	3			

# Attachment E: Color Specification

		Chromaticity					
		Corner	Luminance Factor				
	Color	Х	Υ	Y (%)			
		0.303	0.29				
١,	Color Color White  Lemon Yellow  Yellow  Red Blue Green  Green	0.365	0.354	25.14			
1	wnite	0.34	X         Y           0.303         0.29           0.365         0.354	35 Min.			
		0.278	0.316				
		0.403	0.508				
,	Laman Vallauv	0.44	0.55	24 46 5			
2	Lemon Yellow	0.504	0.457	34 – 46.5			
		0.455	0.462				
		0.447	0.472				
,	Vallau	0.48	0.512	20 42			
3	Yellow	0.536	0.456	29 – 43			
		0.5	0.42				
		0.502	0.398				
4	Orango	0.573	0.425	10 20			
4	Orange	0.627	0.368	18 – 30			
		0.535	0.36				
		0.552	0.358				
_	5 Red	0.63	0.37	C 12			
5		0.695 0.305	0.305	6 – 13			
		0.601	0.31				
		0.105	0.24				
6		Divis	0.232	0.25	8 – 19		
О		0.24	0.2	8 – 19			
		0.18	0.14				
		0.115	0.3				
7	Groon	0.2	0.49	14 – 26			
<b>'</b>	Green	0.297	0.36	14-20			
		0.242	0.265				
		0.415	0.39				
0	Cold	0.415	0.455	19 – 26			
0	Gold	0.458	0.455	19 – 20			
		0.458	0.39				
		0.18	0.32				
9	Yellow-Green	0.18	0.5	18 – 25			
"	renow-Green	0.28	0.46	10 - 23			
		0.28	0.36				
		0.465	0.235				
10	Maganta	0.465	0.285	9 – 14			
10	Magenta	0.52	0.285	5 - 14			
		0.52	0.235				

# Attachment F: Testing of Thermal Transfer Printed Validation Decal

These testing procedures cover the testing of thermal transfer printed validation stickers for abrasion resistance and resistance to cleaners and solvents. Note: Only cleaners and solvents commonly used on or around vehicle paint finishes need be tested.

#### 1. Wet Scrub Abrasion Resistance

References: Federal Test Method Standard 141a, Method 6142; Gardner Laboratory Bulletin WG 2000

#### **Equipment:**

The test used here is a modification of the Federal Test Standard No. 141a, Method 6142, "Scrub Resistance". An apparatus such as Gardner Model M-105 or the Gardner Straight Line Washability and Abrasion Tester No. 1364 is required.

#### **Sample Preparation:**

Prepare samples by adhering two test decals to conversion-coated aluminum weathering panels available from The Q-Panel Co., 26200 First St, Cleveland, Ohio 44145 (216-835-8700). Panels measure 11" x 2.75". After applying the decals, roll them down firmly with a small wallpaper rubber roller (approx. 1.5" dia).

Allow samples to stand for 48 hours in a constant temperature/humidity room before testing.

#### Procedure:

After conditioning the brush in lukewarm warm water for 30 minutes, shake out the excess water. Then condition the brush in a 0.5 percent detergent ("Dreft") solution for 5 minutes. Place the Chinese hogs bristle brush in the brush holder.

Mount the test panel in the test apparatus. The test apparatus may need to be modified slightly to accommodate the 11" x 2.75" test panel.

Turn on the machine and allow 1,000 scrub cycles to pass before stopping the machine. During the test period, a 0.5% detergent ("Dreft") solution is dripped on the test panel at the approximate rate of 12 drops per minute through a titration column or just enough to keep the panel wet.

Rinse and dry the test panel.

#### **Results:**

If the decal print does not show sufficient wear so that the tester can see the substrate sheeting, the sample decal passes the test.

#### 2. Resistance to Solvents and Cleaners

Printed stickers may be tested on the card stock or on the liner.

Test Solvents" methyl alcohol, mineral spirits, kerosene, VM & P naphtha, and gasoline. (Note: Solvents that damage automobile paint or lacquer finishes, should not be used as a test solvent).

Test Cleaners: "409", window glass, ammonia, bug and tar (with petroleum distillates or mineral spirits)

**Procedure:** Wet a "Q-tip" type cotton swab (mounted on the end of a stick) with the respective solvent or test cleaner.

The tester holds the swab at a 45-degree angle to the test sticker and with approximately 40 grams of pressure, wipes the wet swab back and forth across the printed sticker for 10 cycles (one cycle is once across the sample and back). The tester conducts the same test on a second sample for 25 cycles.

#### **Results:**

The sample passes if the solvent or cleaner does not solvate the print sufficiently to wear through to the substrate.

#### **Daytime and Nighttime Reflectivity**

This test procedure ensures that the colors of the imaged stickers remain the same when viewed under daylight and retroreflected light.

#### **Procedure:**

Bring stickers into a room that can be darkened enough to simulate nighttime viewing conditions. Note sticker colors before beginning test. Position stickers vertically on wall, board or in standing position on table. Turn on flashlight before turning off room lights. Hold flashlight at tip of nose and note color of stickers under retroreflective light.

#### **Results:**

The color of the non-imaged area and imaged area should be the same as viewed with room lights on. If imaged area looks black under retroreflective light, opaque colorants have been used. If non-imaged area shows a diminished reflectivity, a coating has been applied to the sheeting that alters the appearance of the stickers under retroreflective light.

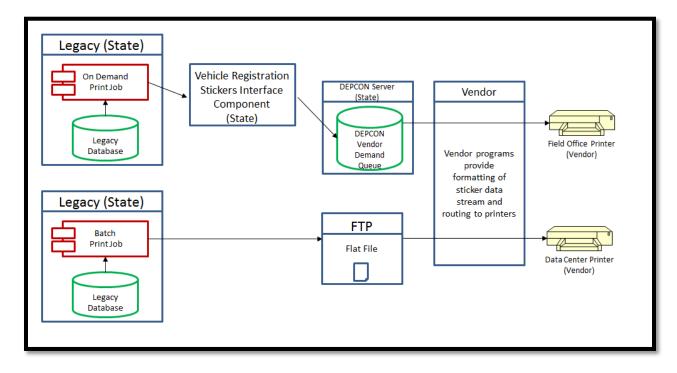
# Attachment G: Vehicle Registration Solution

## **CURRENT VEHICLE REGISTRATION STICKER PRINTING SOLUTION**

The current system sends an On Demand print job to the Interface component. The Interface component routes the On Demand print job to the DEPCON Server's "Vendor on Demand" Queue. This DEPCON Server queue sends the information to the Contractor who is responsible for sending the information either to an LADPS/OMV office printer or a PTA office printer.

The Batch Print job creates a flat file. This file is transferred to the Contractor by an FTP process. The Contractor is responsible for formatting, printing and mailing the registrations from the off-site batch printing location.

#### ARCHITECTURAL REPRESENTATION



# Attachment H: LADPS/OMV Offices Transaction Volumes

Office #	Name	Region	2011 - 2012	2012- 2013	2013 - 2014	2014 - 2015	Average	Standard Printers	High Capacity Printers
1	Abbeville	2	28207	23286	20193	18213	22475	3	0
2	Alexandria	1	32965	29947	24004	21295	27053	6	0
3	Bastrop	1	10849	9599	9166	8118	9433	3	0
4	Bogalusa	3	7145	6960	6755	5309	6542	3	0
5	Mandeville	3	19549	15093	10956	11215	14203	3	0
6	Crowley	2	14117	12712	12173	11291	12573	3	0
7	Deridder	2	14808	12539	10049	9055	11613	3	0
8	Farmerville	1	9348	9870	9647	9457	9581	3	0
9	Harvey	3	29184	28343	24365	22172	26016	11	0
10	Hammond	3	29222	24452	24489	8214	21594	0	0
11	Houma	3	38272	29637	19477	16609	25999	3	0
12	Jennings	2	15682	15525	13589	13186	14496	3	0
13	N.O. Veterans	3	30935	26862	23038	23912	26187	12	0
14	Lafayette	2	66541	57648	48742	45236	54542	10	0
15	Lake Charles	2	24551	21800	20146	17910	21102	7	0
16	Leesville	1	17854	15670	15100	14757	15845	3	0
17	Minden	1	18171	14995	12820	11384	14343	3	0
18	Monroe	1	20143	17118	15166	14077	16626	3	0
19	Morgan City	2	19236	17773	16419	14809	17059	3	0
20	Natchitoches	1	17198	15915	14818	12213	15036	3	0
21	New Iberia	2	29433	26530	23716	21216	25224	3	0
22	New Orleans East	3	N/A	N/A	2609	4439	3524	3	0
23	Oakdale	2	7919	7900	7322	6335	7369	3	0
24	Opelousas	2	25275	22940	21325	20220	22440	3	0
25	Ruston	1	13861	10504	8672	7943	10245	3	0
26	Shreveport	1	39924	33088	27651	25084	31437	9	0
27	Slidell	3	22194	18688	16634	13897	17853	6	0
28	Thibodaux	3	19322	18055	14689	13093	16290	3	0
29	Vidalia	1	10416	9133	8255	7387	8798	3	0
30	Winnfield	1	7101	5881	5634	5248	5966	3	0
31	Winnsboro	1	11092	11116	11080	10627	10979	3	0
33	Baton Rouge	2	58301	55534	53141	53752	55182	18	0
34	HQ - Title Reg. Susp	2	162	91	52	17	81	3	0
35	HQ - Data Test	2	92	121	21	6	60	4	0
36	Bunkie	1	8346	7660	5738	5036	6695	3	0
38	Kenner	3	6548	2869	5131	4975	4881	3	0
39	Westwego	3	4557	6282	6747	6071	5914	3	0
40	Kinder	2	1922	1596	1564	1383	1616	3	0
43	HQ - Vehicle Renewal	2	29930	17696	16277	15129	19758	N/A	N/A
44	HQ - DI HQ Admin.	2	1139	1359	1256	1078	1208	3	0
50	Baker	2	10109	9078	8705	6603	8624	0	0
51	Many	1	12718	11658	11711	10749	11709	3	0
52	Bossier City	1	36883	33243	30162	26765	31763	6	0

53	Dequincy	2	4516	4148	4074	3864	4151	3	0
54	Donaldsonville	3	5765	5605	6274	5879	5881	3	0
55	Marksville	1	13156	12259	11541	10478	11859	3	0
56	Oak Grove	1	6570	5784	5339	4690	5596	3	0
57	Tallulah	1	4886	4670	4794	4352	4676	3	0
58	Homer	1	7058	7022	7488	5237	6701	3	0
59	Arcadia	1	4907	3906	3088	3669	3893	3	0
60	Jonesboro	1	7240	6369	5653	4867	6032	3	0
61	Mansfield	1	9376	8358	7801	7427	8241	3	0
62	Greensburg	2	4170	3713	3877	3936	3924	3	0
63	Clinton	2	7294	6303	5810	5022	6107	3	0
64	Jena	1	7673	6539	6044	5489	6436	3	0
65	St. Joseph	1	140	130	135	163	142	3	0
66	Jonesville	1	5614	4471	4636	5249	4993	3	0
67	Port Allen	2	7042	6053	5235	5051	5845	3	0
68	New Roads	2	10704	9474	9133	9641	9738	3	0
69	Hahnville	3	5816	5389	4225	3529	4740	3	0
70	Reserve	3	9116	7420	6847	7385	7692	3	0
71	Gonzales	3	17478	15269	12845	10597	14047	3	0
72	Gramercy	3	11976	11912	9696	8458	10511	3	0
73	Golden Meadow	3	8987	8617	8812	7859	8569	3	0
74	Breaux Bridge	2	14696	13934	14180	13354	14041	3	0
75	Lake Providence	1	121	115	154	190	145	3	0
76	Cameron	3	287	293	215	161	239	2	0
77	Napoleonville	3	4636	4767	5330	5298	5008	3	0
78	Coushatta	1	6453	5780	5537	5002	5693	3	0
79	St. Francisville	2	5241	4928	4928	3748	4711	3	0
80	Ville Platte	2	12682	10877	10195	9614	10842	3	0
81	Livingston	2	22753	25703	21697	18102	22064	4	0
82	Port Sulphur	3	274	185	101	68	157	3	0
83	Chalmette	3	8062	8264	6214	5150	6923	3	0
84	Colfax	1	5598	5336	6950	6071	5989	3	0
85	Plaquemine	2	10245	8996	9667	7436	9086	3	0
86	Columbia	1	6195	5579	5272	4830	5469	3	0
87	Sulphur	2	11811	11550	11699	10716	11444	3	0
89	Springhill	1	5428	3095	2762	1237	3131	0	0
90	Rayville	1	5860	5039	4478	4307	4921	3	0
92	HQ - Mobile Unit #1	2	144	20	8	21	48	2	0
93	Eunice	2	12304	11263	10438	8912	10729	3	0
94	Vivian	1	7483	6233	6509	6012	6559	3	0
95	West Monroe	1	18814	17702	17875	17533	17981	3	0
97	Pineville	1	14050	12598	11701	12045	12599	3	0
99	Amite	3	12542	12246	11698	9999	11621	3	0
120	Franklinton	5	6630	6664	4692	4439	5606	3	0
129	HQ - Title Registration	2	6629	8301	7629	8674	7808	3	0
132	HQ - OMV Hq Training	2	136	1283	135	118	418	6	0
142	HQ - Spec Plate & Title	4	39507	52304	43357	49828	46249	27	0
150	HQ - Mail In Renewal DI	2	8837	8095	8665	7657	8314	3	0

202	HQ - Technical Assistance Unit	2	N/A	N/A	N/A	N/A	N/A	3	0
406	Crowley Hq	3	135	85	N/A	112	111	N/A	N/A
408	Farmerville Hq	1	135	499	871	846	588	N/A	N/A
412	Jennings Hq	2	221	129	112	346	202	N/A	N/A
418	Monroe Hq	1	49	47	N/A	393	163	N/A	N/A
423	Oakdale Hq	2	137	457	847	1125	642	N/A	N/A
429	Vidalia Hq	1	158	141	N/A	476	258	N/A	N/A
439	Westwego Hq	7	299	1211	1772	1395	1169	N/A	N/A
453	Dequincy Hq	2	13	25	N/A	500	179	N/A	N/A
454	Donaldsonville Hq	6	202	1433	1702	1437	1194	N/A	N/A
462	Greensburg Hq	5	98	52	N/A	42	64	N/A	N/A
467	Port Allen Hq	4	254	648	890	912	676	N/A	N/A
469	Hahnville Hq	6	145	1217	2251	877	1123	N/A	N/A
472	Gramercy Hq	6	103	252	7	25	97	N/A	N/A
473	Golden Meadow Hq	6	85	440	937	550	503	N/A	N/A
484	Colfax Hq	2	121	559	872	884	609	N/A	N/A
485	Plaquemine Hq	4	230	601	794	747	593	N/A	N/A
487	Sulphur Hq	2	95	360	530	536	380	N/A	N/A
489	Springhill Hq	1	101	N/A	548	14	221	N/A	N/A
493	Eunice Hq	3	4	484	617	275	345	N/A	N/A
494	Vivian Hq	1	78	114	N/A	141	111	N/A	N/A
499	Amite Hq	5	4	481	927	991	601	N/A	N/A

349	0
Standard Printers	High Capacity Printers

**NOTE**: Number of files processed represent fiscal year 07/01/2011 - 06/30/2015

## Print Counts for past four fiscal years:

Fiscal Year	ОТС	Mailroom	Dealer
FY1112	2,175,083	862,211	16,188
FY1213	2,160,366	741,771	17,696
FY1314	2,165,344	754,395	16,277
FY1415	2,242,471	742,684	15,129

Averages	2,185,816	775,265	16,323	
	73%	26%	1%	

2,919,833	
2,936,016	
3,000,284	

2,977,404

Total 3,053,482

<sup>\*</sup> Not every transaction processed produces a registration certificate and license plate sticker. Annually, approximately 2,200,000 registrations and license plate stickers are printed at OMV and PTA offices, approximately 775,000 are printed at the secure central batch printing site. Additional non-billable printing may be expected for technical testing, auditing, or as the result of printer malfunctions.

# Attachment I: Public License Tag Agents Transaction Volumes

Office #	Name	Region	2011 - 2012	2012- 2013	2013 - 2014	2014 - 2015	Average	Standard Printers	High Capacity Printers
46	Dealertrack-Met	7	188,357	241,550	287,623	277,185	248,679	4	3
48	Dealertrack-Hou	6	20,164	24,969	27,842	28,937	25,478	1	1
103	Monroe Auto Tags	1	N/A	N/A	N/A	29	29	2	0
104	BDT Auto Title Company	3	N/A	N/A	N/A	N/A	N/A	2	0
107	Dunbar Gills, Tags, Title & Notary	2	N/A	N/A	N/A	N/A	N/A	2	0
110	Abc Title Mandeville	5	N/A	N/A	N/A	88	88	2	0
113	Snead Auto - Choc	4	3,019	2,948	3,050	3,398	3,104	2	0
114	Franklinton Title	5	2,833	2,677	3,075	2,556	2,785	2	0
115	Mid-City Auto Ttl	7	7,497	7,270	8,285	7,558	7,653	2	0
117	Instant Title/Lic	4	7,007	6,436	3,302	3,221	4,992	2	0
118	Dms Title Works	2	8,595	8,214	7,951	8,507	8,317	2	0
123	Universal Premium	2	N/A	N/A	N/A	1,129	1,129	2	0
125	High Tech Auto.	7	4,459	3,883	4,992	4,381	4,429	2	0
126	Smart Start Drive	6	N/A	N/A	N/A	1	1	2	0
127	Imperial Marketing Corporation	3	N/A	N/A	N/A	N/A	N/A	2	0
128	Chiasson Notary	6	N/A	N/A	N/A	174	174	2	0
130	Thibs Auto Title	3	N/A	N/A	N/A	1,744	1,744	2	0
134	Bams Auto Tag	2	N/A	N/A	N/A	52	52	2	0
136	Abc Title-St.Tam	5	7,197	7,677	7,575	8,260	7,677	2	0
137	Cook Notary	7	2,198	2,150	1,936	2,092	2,094	2	0
138	La Auto Tag Serv	1	32,503	33,870	32,901	34,035	33,327	2	0
139	Auto Title Of La	7	5,450	5,593	5,707	6,762	5,878	2	0
140	Botsay Notaries	7	7,145	7,361	7,528	7,845	7,470	2	0
141	Hickory Auto Title	5	1,031	1,311	1,248	1,276	1,217	2	0
143	Abc Notary	7	24,483	23,624	25,304	26,958	25,092	3	0
145	Jeff Title-N.Iber	4	495	433	410	328	417	2	0
148	Notary Shoppe-Mar	7	2,410	2,749	3,201	3,957	3,079	2	0
152	Jeff Title - Met	7	17,515	16,219	16,535	16,781	16,763	1	1
153	La Auto Ttl Bu-Sli	5	4,297	6,200	6,418	20,653	9,392	1	1
154	Dealertrack-Br	4	67,436	72,541	78,800	79,813	74,648	3	2
155	Dealertrack-Mon	1	21,883	22,619	23,253	21,435	22,298	3	0
156	Dealertrack-Laf	3	43,572	44,351	51,509	50,063	47,374	3	1
157	Thibs Title - Crow	3	28,800	35,590	40,828	42,164	36,846	1	1
158	Vacant	N/A	5,350	5,753	6,074	4,054	5,308	2	0
159	Thibs Title-Lk Chs	2	16,138	16,777	16,505	15,923	16,336	2	0
160	Auto Title Svc-Ham	5	33,235	38,656	38,763	62,926	43,395	3	1
161	Bogalusa Title Bur	5	5,544	5,477	6,800	8,337	6,540	2	0
162	Lagniappe Auto Ttl	1	24,542	20,240	19,899	17,635	20,579	N/A	N/A
163	Hammond Mv Express	5	N/A	N/A	N/A	7,327	7,327	10	0
164	Crystals Title Llc	5	4,352	4,163	4,517	4,582	4,404	2	0
165	Abc Title-Metairie	7	8,176	9,915	10,853	14,250	10,799	2	0

166	Tax Title/Lic.	4	20,724	20,817	20,964	20,989	20,874	2	0
167	Imperial Marketing	7	4,441	4,235	3,992	3,920	4,147	2	0
168	La Auto Ttl Bu.Mdv	5	3,826	4,324	4,638	5,549	4,584	2	0
169	Ntry At Your Svc.	5	5,990	6,024	5,670	5,769	5,863	2	0
170	Lic & Auto Title	3	2,084	2,182	3,117	3,424	2,702	2	0
176	Notary Shop-Houma	6	2,867	2,078	2,390	2,397	2,433	2	0
178	Notary Shop-Harah	7	1,549	1,390	1,370	1,457	1,442	2	0
179	Snead Auto - Main	4	5,902	5,863	6,150	6,360	6,069	2	0
180	Imperial Marketing	6	N/A	495	170	351	339	2	0
181	Crifasi Notary Llc	4	5,803	5,921	6,602	4,095	5,605	2	0
182	Brothers Title Co.	4	4,036	3,715	4,230	4,702	4,171	2	0
184	Tax Title & Lic	5	7,382	8,121	8,496	7,712	7,928	2	0
185	La Notary & Ins Inc	7	1,527	1,627	2,116	2,158	1,857	2	0
188	Dealertrack-Shr	1	47,886	46,447	50,368	52,817	49,380	2	1
189	Dealertrack-Alx	3	21,177	23,825	21,000	20,851	21,713	1	1
190	Southern Ttl & Lic	2	26,929	28,075	31,954	34,821	30,445	3	0
191	Double A Tag&Title	4	24,767	29,079	37,743	53,665	36,314	2	0
192	Notary Shoppe-Gret	7	1,039	1,123	1,018	996	1,044	2	0
194	Notary Shoppe-N.O.	7	1,999	1,959	1,828	1,800	1,897	2	0
195	Ace License & Ttl	7	2,008	1,961	1,721	1,511	1,800	2	0
196	Notary Shoppe-Ken	7	1,666	1,580	1,387	1,772	1,601	2	0
197	Efs Auto Title Co.	7	7,038	7,776	8,625	9,215	8,164	2	0
199	La Express Auto	6	2,130	1,783	2,142	2,208	2,066	2	0
201	Automotive Tag Co	5	876	841	524	335	644	2	0
201	Technical Assist	4	4,469	4,145	3,061	3,323	3,750	N/A	N/A
217	Angels Notary	4	N/A	N/A	N/A	461	461	2	0
227	Vacant	N/A	8,589	7,535	7,299	2,845	6,567	N/A	N/A
229	Bat Notary&Tags Llc	4	5,806	6,459	6,922	7,126	6,578	2	0
230	Anc Auto Title Exp	1	4,496	5,141	5,770	4,593	5,000	2	0
231	Gama Ins Agency	7	1,432	1,045	961	805	1,061	2	0
232	Vercher & Vercher	3	5,923	6,224	5,297	5,731	5,794	2	0
233	Snead Auto - Bake	4	1,542	1,852	1,987	2,057	1,860	2	0
234	The Title Lady	7	2,888	2,810	2,356	197	2,063	N/A	N/A
235	Toups Notary	6	4,214	5,292	6,876	7,918	6,075	2	0
236	La Auto Title	7	4,420	3,925	4,118	3,904	4,092	2	0
238	Superior Honda	7	1,445	1,729	243	25	861	2	0
241	Aa Auto Insurance	5	8,986	8,579	9,328	8,009	8,726	2	0
241	Imperial Marketing	7	N/A	N/A	9,326 N/A	209	209	2	0
243	New Orleans Title	7	1 1 1	115	134	91	85	2	0
244	Tags & Titles Llc	6	3,828	4,088	4,826	5,593	4,584	2	0
254	Pederson Auto Title	2	18,991	20,964	17,667	23,056	20,170	2	0
256	Anc Auto Title Exp	1	N/A	N/A	N/A	1,234	1,234	2	0
257	Imperial Marketing	7	17	N/A N/A	1,936	3,583	1,845	2	0
258	Auto Title Of Br	4		-					0
258	La Tags & Titles	5	1,543 814	1,384 960	1,703	1,667	1,574	2	0
260	La rags & rities  Leblanc Auto Ttl Co	6		3,172	1,051 3,266	1,255 3,603	1,020 3,206	2	0
261	Ascension Auto Ttl		2,784					1	
		6	1,271	2,493	3,270	3,320	2,589	2	0
262	Dville Motor Title	6	1,634	1,755	1,876	2,034	1,825	2	0

263	Jackson Auto Title	1	2,804	3,203	3,329	3,528	3,216	2	0
264	Angels Pta	4	2,756	3,630	5,422	6,043	4,463	2	0
265	Drive Safe Title	6	1,514	1,390	1,596	1,046	1,387	2	0
266	Apple Notaries	4	3,192	3,671	4,157	3,588	3,652	2	0
267	Notary Depot Llc	6	1,461	1,809	2,603	2,847	2,180	2	0
269	The Notary Shoppe	7	382	612	678	1,228	725	2	0
270	The Title Shop	3	N/A	N/A	N/A	98	98	2	0
271	Guillorys Title	3	155	547	803	1,188	673	2	0
272	La License Plates	7	320	1,031	1,367	2,304	1,256	2	0
274	Sw Safety Lafayette	3	524	1,119	1,054	1,552	1,062	2	0
276	Exp Tax Ttl & Lic	1	215	3,215	4,098	5,323	3,213	2	0
277	Bayou St Auto Ttl	1	111	4,810	6,225	8,504	4,913	2	0
278	Sthrn Auto Ttl Llc	7	N/A	268	450	850	523	2	0
279	The Title Lady Llc	7	N/A	N/A	N/A	983	983	2	0
281	Express Title Insp	3	N/A	N/A	N/A	15	15	2	0
282	EVRCLR Auto Titles	3	N/A	N/A	N/A	N/A	N/A	2	0
283	Imperial Marketing Corp	2	N/A	N/A	N/A	N/A	N/A	2	0
284	CN Olinde Company	3	N/A	N/A	N/A	N/A	N/A	2	0
286	Louisiana Auto Title Services	1	N/A	N/A	N/A	N/A	N/A	2	0
287	Louisiana Auto Title Bureau	3	N/A	N/A	N/A	N/A	N/A	2	0
301	A&M Tax Service Llc	2	N/A	242	426	782	483	2	0
302	Par Notary Ttl Llc	7	N/A	178	669	893	580	2	0
304	Westside Notary Srv	6	N/A	367	1,607	1,762	1,245	2	0
305	Lobdell Gas Inc	4	N/A	694	2,738	3,678	2,370	2	0
306	Lagniappe Auto Ttl	1	N/A	2,451	6,206	7,261	5,306	N/A	N/A
307	Ascension Notary	6	N/A	1,501	2,451	2,111	2,021	2	0
308	Fitzwilliam Ins	7	N/A	143	461	426	343	2	0
309	Big Easy Notary	5	N/A	N/A	778	1,319	1,049	2	0
310	La Notary Public	5	N/A	102	608	902	537	2	0
311	Natchitoches Exp	2	N/A	N/A	2,269	3,099	2,684	2	0
312	Express OMV Llc	4	N/A	N/A	N/A	6,332	6,332	2	0
313	Central Title	7	N/A	N/A	257	1,118	688	2	0
314	Vacant	N/A	N/A	N/A	326	274	300	N/A	N/A
315	Xpress Auto Title	1	N/A	N/A	805	2,646	1,726	2	0
316	Pronto License	7	N/A	N/A	526	1,423	975	2	0
317	Greenlight Auto	7	N/A	N/A	89	568	329	2	0
318	Universal Premium	2	N/A	N/A	1,513	3,568	2,541	2	0
319	Danielles Notary	6	N/A	N/A	503	1,423	963	2	0
320	Vacant	7	N/A	N/A	184	35	110	N/A	N/A
321	Express OMV Llc	4	N/A	N/A	9,758	12,251	11,005	4	0
322	Crosby Public Tag	5	N/A	N/A	29	3,339	1,684	2	0
323	Plaquemine Title	4	N/A	N/A	98	2,957	1,528	2	0
324	Cbc Auto Title	1	1,269	1,940	2,234	1,630	1,768	2	0
325	Donald Cravin Ins	3	N/A	N/A	N/A	110	110	2	0
327	Johnson Tag	5	N/A	N/A	289	848	569	2	0
328	Br City Court	4	N/A	N/A	N/A	187	187	2	0
329	Eslava & Associate	7	N/A	N/A	N/A	1	1	2	0

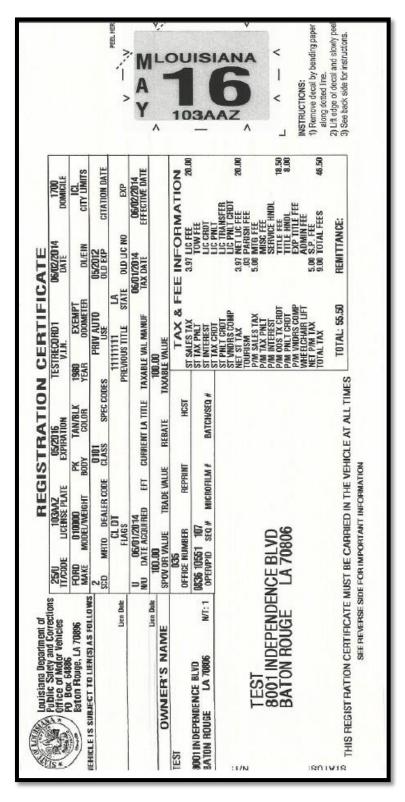
330	Ridge Notary	3	N/A	N/A	158	1,149	654	2	0
331	Vacant	3	N/A	N/A	6	24	15	N/A	N/A
332	Family Notary	5	N/A	N/A	41	1,247	644	2	0
333	Motor Veh Ttl #1	5	N/A	N/A	58	1,447	753	2	0
334	Quik Notary Servic	7	N/A	N/A	184	1,067	626	2	0
335	Auto Title & Reg	4	N/A	N/A	172	43	108	N/A	N/A
336	Action Auto Title	7	N/A	N/A	N/A	174	174	2	0
338	Belles Auto Title	1	N/A	N/A	104	1,256	680	2	0
339	Central Title Llc	7	N/A	N/A	N/A	721	721	2	0
340	Central Title	7	N/A	N/A	N/A	1,022	1,022	2	0
342	Express Driving	1	N/A	N/A	N/A	769	769	2	0
343	Neighborhood Auto	4	N/A	N/A	N/A	3,164	3,164	2	0
344	A Notary For U	5	N/A	N/A	N/A	25	25	2	0
345	Vacant	6	N/A	N/A	N/A	15	15	2	0
346	Imperial Market	6	N/A	N/A	N/A	404	404	2	0
347	North Shrev Auto	1	N/A	N/A	N/A	1	1	2	0
349	Walker OMV Express	5	N/A	N/A	N/A	185	185	2	0
350	CN Olinde Company	2	N/A	N/A	N/A	N/A	N/A	2	0
351	Express OMV Llc	4	N/A	N/A	N/A	910	910	3	0

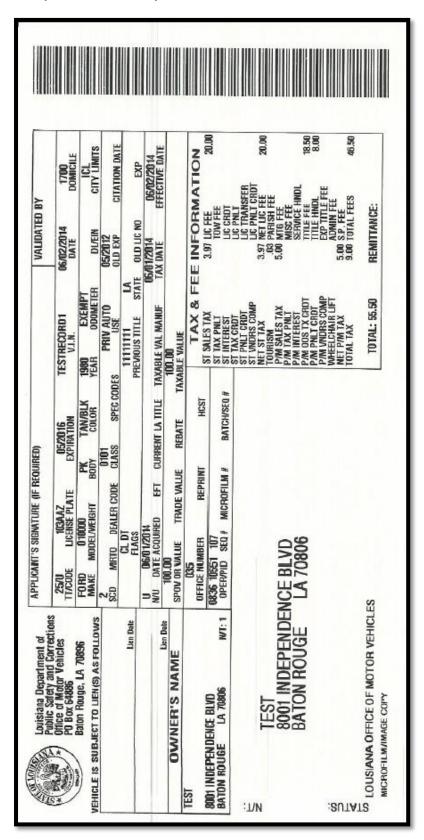
306	13
Standard Printers	High Capacity Printers

**NOTE**: Number of files processed represent fiscal year 07/01/2011 - 06/30/2015

# Attachment J: Over-the-Counter Registration

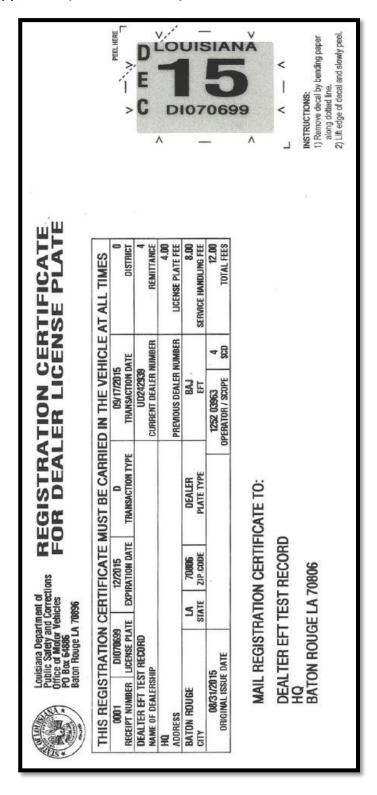
# **Customer Copy, Front - (NOT ACTUAL SIZE)**





# Attachment K: Dealer Registration Form

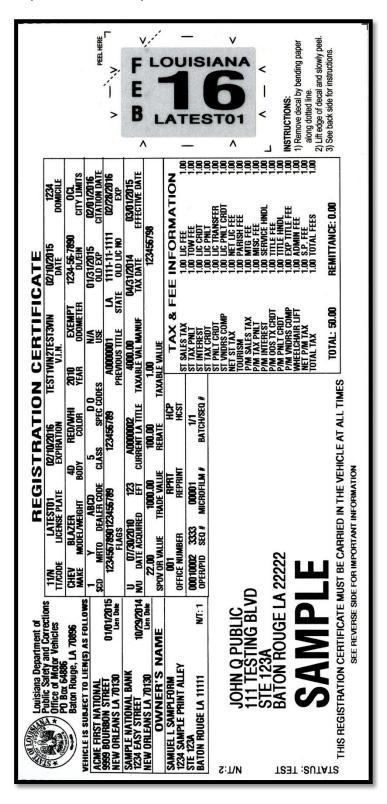
**Dealer Customer Copy, Front - (NOT ACTUAL SIZE)** 



Need information? Visit our website www.expresslane.org or call (225) 925-6146.	D1059717 — DECAL	THE DECAL MUST BE PLACED ON THE LICENSE PLATE AS INDICATED BELOW.  1. CLEAN LICENSE PLATE SURFACE THOROUGHLY, DECAL WILL NOT STICK IF SURFACE IS WET OR DIRTY.  2. BEND FORM AT CORNER OF DECAL AND PEEL SLOWLY.  3. PLACE DECAL IN LOWER RIGHT HAND CORNER OF THE LICENSE PLATE.	INSTRUCTIONS FOR APPLYING LABEL
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# Attachment L: Batch Registration Form

**Customer Copy, Front - (NOT ACTUAL SIZE)** 



# Attachment M: Price Schedule

The vehicle registration and kiosk solution will be a self-funding model. Material unit and Transaction service fees must cover all related costs associated with the solution as a whole as described in this RFP.

Transaction Type	Material (per unit)	Estimated Qty	Sub Total
Vehicle Registration Form (Over the Counter) – 2 Part, 1 Sticker	\$0.0000	2,250,000	\$0.00
Vehicle Registration Form (Dealer & Batch) – 1 Part, 1 Sticker	\$0.0000	775,000	\$0.00
		Combined Total (CT)	\$0.00

Kiosk Fees below will not be part of the Cost Scoring Evaluation.

Transaction Type	Service Fee (per transaction)*
Kiosk Convenience Fee	\$0.00
Kiosk Credit Card Fee**	\$0.00

<sup>\*</sup>Vehicle Registration materials will be billed at the above per unit rate for batch registration forms

Blended Programming and VR Renewal Notice Rates – will not be part of the Cost Scoring Evaluation.

Transaction Type	Hourly Rate
Blended Programming Rate	\$0.00
VR Renewal Notice Rate	\$0.00

Note: The number of units represents the State's estimate of the number of transactions requested over a twelve (12) month period and is for evaluation purposes only.

#### The State does not guarantee a minimum or maximum number of transactions

(Estimated number of total vehicle transactions per year: 3,000,000)

<sup>\*\*</sup>Credit Card surcharge fee must be approved by Legislative review

# Attachment N: Insurance Requirements for Contractors

Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

## A. MINIMUM SCOPE AND LIMITS OF INSURANCE

#### 1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### 2. **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### 3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### 4. Professional Liability (Errors and Omissions)

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no later than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Contractor shall be responsible for all deductibles and self-insured retentions.

## C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

#### 1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

#### 3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

#### **E. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies <u>OR</u> shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

# Attachment O: Contractor Background Check Form

SUBMIT TO: Louisiana State Police

Bureau of Criminal Identification and Information

P.O. Box 66614 (Mail Slip A-6) Baton Rouge, LA 70896

THE FEE FOR PROCESSING A STATE BACKGROUND CHECK IS \$26. FOR FBI PROCESSING, WHERE AUTHORIZED OR REQUIRED.
THERE IS AN ADDITIONAL \$16.50 FEE. (Cashier Check, Business Check or Money Order)
\*\*FORMS MUST BE FILLED OUT IN INK AND BE REVIEWED BY SUBMITTING AGENCYINDIVIDUAL FOR ACCURACY\*\*

\*\*\*\*FINGERPRINTS ARE NECESSARY FOR A POSITIVE IDENTIFICATION\*\*\*\* \*\*\*\*PLEASE PRINT\*\*\*\* AGENCY, FACILITY OR INDIVIDUAL AGENCY, FACILITY AUTHORIZED REPRESENTATIVE OR INDIVIDUAL MAILING ADDRESS SIGNATURE OF AUTHORIZED REPRESENTATIVE/INDIVIDUAL ZIP CODE AGENCY, FACILITY OR INDIVIDUAL PHONE NUMBER CITY AGENCY OR FACILITY E-MAIL ADDRESS Request For: (pick one only) □ ALCOHOL AND BEVERAGE COMMISSION □ OFFICE OF FINANCIAL INSTITUTIONS □ ALCOHOL BEVERAGE OUTLET □ OMVC - COMMERCIAL DRIVING EXAM ADMINISTER □ BEHAVIOR ANALYST BOARD □ OMVE - EMPLOYEE ISSUING COMMERCIAL DL □ OMVI - CONTRACT PROCESS □ BOARD OF EXAMINERS OF PSYCHOLOGIST □ BOARD OF NURSING HOME ADMINISTRATORS INQUIRY/TRANSACTION □ CASA □ OMVT - AUTO TITLE COMPANY / PUBLIC TAG □ COURT ORDER ADOPTION AGENT □ CRIMINAL JUSTICE EMPLOYEE □ PHARMACY BOARD □ DAYCARE □ POST SECONDARY EDUCATION □ DENTISTRY BOARD □ PRACTICAL NURSING □ DCFS ABUSE/NEGLECT INVESTIGATION □ PRIVATE ADOPTION □ DCFS CARETAKER □ PRIVATE INVESTIGATORS □ DCFS FOSTER/ADOPTIVE □ PRIVATE SECURITY □ DCFS PERSONNEL □ PUBLIC HOUSING □ EMPLOYERS □ REGISTERED NURSING □ FIREFIGHTERS □ RELIGIOUS ACTIVISTS □ FIRE MARSHAL □ RIGHT TO REVIEW □ HEALTH CARE PROVIDER (Non Licensed) □ SCHOOL □ JUVENILE DETENTION CENTER □ SUPREME COURT COMMITTEE BAR ADMISSION □ LA BOARD CHIROPRACTIC EXAMINERS □ TAXI DRIVERS □ LA PHYSICAL THERAPY BOARD □ TESS WINDOW TINT □ LA STATE BOARD SOCIAL WORK EXAMINERS □ USED MOTOR VEHICLE COMMISSION □ MEDICAL EXAMINERS □ VOLUNTEER LOUISIANA COMMISSION □ MENTAL HEALTH COUNSELORS □ WORKING WITH CHILDREN APPLICANTS FULL NAME: \_ LAST FIRST \*\*\*\*PRINT - USE INK\*\*\*\* MIDDLE. {INCLUDE MAIDEN NAME & PREVIOUS MARRIED NAMES IF APPLICABLE} APPLICANTS SIGNATURE: APPLICANTS SOCIAL SECURITY # \_ \_ - \_ - \_ DATE OF BIRTH: \_ / \_ / \_ \_ & STATE \_\_\_\_ RACE\_\_\_ SEX\_\_\_ ID or DRIVERS LICENSE # POSITION OR LICENSE APPLIED FOR AUTHORIZATION TO DISCLOSE CRIMINAL HISTORY RECORDS INFORMATION

By my signature above, I hereby authorize the Louisiana State Police to release all pertinent criminal record information maintained in their files, other states files, or the FBI files (if applicable) which may confirm or deny my eligibility with the facility or agency named above. Pursuant to Title 28, C.F.R., Section 16.34, officials making the determination of suitability for licensing or employment shall provide the opportunity to complete, or challenge the accuracy of, the information contained in the FBI identification record.

DPSSP 6696 Revised 08/15/2013

# Attachment P: Batch Interface Example

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01 APPLICATION-FORM.
   05 BEG-SCREEN-CONTROL-CHARACTERS.
                              PIC 1(09) VALUE 27.
      10 FILLER
      10 FILLER
                              PIC 1(09) VALUE 101.
      10 FILLER
                              PIC 1(09) VALUE ZEROES.
      10 FILLER
                              PIC 1(09) VALUE 15.
      10 FILLER
                              PIC 1(09) VALUE 27.
      10 FILLER
                               PIC 1(09) VALUE 77.
   05 APPLICATION-TEXT.
      10 LINE-1.
         15 TITLE-TRANSACTION-TYPE PIC X(02) VALUE SPACES.
         15 FILLER
                               PIC X(01) VALUE SPACES.
         15 LIC-NR
                               PIC X(08) JUST RIGHT
                                         VALUE SPACES.
         15 RD-LIC-NR REDEFINES LIC-NR.
            20 A-LIC-NR PIC X(01) OCCURS 8 TIMES.
         15 FILLER
                              PIC X(01) VALUE SPACES.
                            PIC X(07) VALUE SPACES.
         15 RENEWAL-DATE
         15 FILLER
                              PIC X(02) VALUE SPACES.
         15 VIN-NR
                              PIC X(22) VALUE SPACES.
         15 FILLER
                              PIC X(03) VALUE SPACES.
         15 TRANSACTION-DATE-TTA PIC X(10) VALUE SPACES.
         15 FILLER PIC X(01) VALUE SPACES.
                            PIC X(04) VALUE SPACES.
         15 DOMICILE-CODE
                               PIC X(12) VALUE SPACES.
         15 VEH-SP
         15 VEH-SP-APPLI REDEFINES VEH-SP
                               PIC Z(08)Z.ZZ.
      10 LINE-1-CONTROL-CHARACTERS.
         15 FILLER
                              PIC 1(09) VALUE 10.
         15 FILLER
                              PIC 1(09) VALUE 27.
         15 FILLER
                              PIC 1(09) VALUE 103.
         15 FILLER
                              PIC 1(09) VALUE 13.
      10 LINE-2.
         15 MAKE
                              PIC X(04) VALUE SPACES.
         -
15 FILLER
                              PIC X(02) VALUE SPACES.
         15 MODEL-OR-WEIGHT PIC X(06) VALUE SPACES.
         15 FILLER PIC X(01) VALUE SPACES.
15 BODY-TYPE PIC X(02) VALUE SPACES.
15 FILLER PIC X(01) VALUE SPACES.
                             PIC X(01) VALUE SPACES.
         15 FILLER
                           PIC X(03) VALUE SPACES. PIC X(01) VALUE '/'.
         15 COLOR-BODY
         15 SLASH
                              PIC X(03) VALUE SPACES.
         15 COLOR-TOP
         15 FILLER PIC X(01) VALUE SPACES.
15 MODEL-YEAR PIC X(04) VALUE SPACES.
         15 MODEL-YEAR-FOR-BAR REDEFINES MODEL-YEAR.
             20 MODEL-YEAR-BAR-CEN PIC X(02).
             20 MODEL-YEAR-BAR-YEAR PIC X(02).
         15 FILLER
                              PIC X(01) VALUE SPACES.
         15 ODOMETER
                              PIC X(06) VALUE SPACES.
         15 FILLER
         15 FILLER PIC X(03) VALUE SPACES.
15 DRIVERS-LIC-NR PIC X(09) VALUE SPACES.
         15 FILLER
                              PIC X(01) VALUE SPACES.
                             PIC X(08) VALUE SPACES.
         15 STICKER-NR
         15 FILLER
                               PIC X(04) VALUE SPACES.
         15 LIC-CODE
                               PIC X(01) VALUE SPACES.
                               PIC X(04) VALUE SPACES.
         15 FILLER
         15 RD-LICENSE-FEE PIC X(08) VALUE SPACES.
         15 LICENSE-FEE REDEFINES RD-LICENSE-FEE PIC Z (05).ZZ.
      10 LINE-2-CONTROL-CHARACTERS.
         15 FILLER
                               PIC 1(09) VALUE 10.
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PIC 1(09) VALUE 27.
  15 FILLER
                       PIC 1(09) VALUE 103.
  15 FILLER
  15 FILLER
                       PIC 1(09) VALUE 13.
10 LINE-3.
  15 NAME-1
                       PIC X(30) VALUE SPACES.
  15 NAME-1-EXTEND PIC X(26) VALUE SPACES.
15 NAME-CODE-1 PIC X(01) VALUE SPACES.
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 CITY-LIMITS
                        PIC X(03) VALUE SPACES.
  15 FILLER
                        PIC X(03) VALUE SPACES.
  15 RD-TOW-FEE
                        PIC X(08) VALUE SPACES.
  15 TOW-FEE REDEFINES RD-TOW-FEE PIC Z(05).ZZ.
10 LINE-3-CONTROL-CHARACTERS.
  15 FILLER
                       PIC 1(09) VALUE 10.
  15 FILLER
                       PIC 1(09) VALUE 27.
                       PIC 1(09) VALUE 103.
  15 FILLER
  15 FILLER
                       PIC 1(09) VALUE 13.
10 LINE-4.
  15 ADDRESS-1 PIC X(26) VALUE SPACES.
  15 RECONSTRUCTED-APPLI PIC X(13) VALUE SPACES.
  15 RD-RECONSTRUCTED-APPLI REDEFINES
     RECONSTRUCTED-APPLI.
     20 RC-APPLI PIC X(04).
     20 FILLER
                        PIC X(09).
  15 FILLER
                        PIC X(01) VALUE SPACES.
  15 TAX-DATE
                       PIC X(10) VALUE SPACES.
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 EFFECTIVE-DATE
                       PIC X(10) VALUE SPACES.
  15 FILLER
                       PIC X(03) VALUE SPACES.
  15 RD-LIC-CREDIT-APPLI PIC X(08) VALUE SPACES.
  15 LIC-CREDIT-APPLI REDEFINES RD-LIC-CREDIT-APPLI
                        PIC Z(05).ZZ.
10 LINE-4-CONTROL-CHARACTERS.
  15 FILLER
                       PIC 1(09) VALUE 10.
  15 FILLER
                        PIC 1(09) VALUE 27.
  15 FILLER
                        PIC 1(09) VALUE 103.
  15 FILLER
                        PIC 1(09) VALUE 13.
10 LINE-5.
  15 CITY-STATE-1
                       PIC X(20) VALUE SPACES.
  15 FILLER
                        PIC X(02) VALUE SPACES.
  15 ZIP-CODE-1
                       PIC X(05) VALUE SPACES.
  15 FILLER
                       PIC X(06) VALUE SPACES.
  15 APP-EFT-CODE
                       PIC X(03) VALUE SPACES.
                       PIC X(02) VALUE SPACES.
  15 FILLER
  15 REMITTANCE-CODE PIC X(01) VALUE SPACES.
  15 FILLER
                       PIC X(01) VALUE SPACES.
  15 RD-REMITTANCE-APPLI PIC X(10) VALUE SPACES.
  15 REMITTANCE-APPLI REDEFINES RD-REMITTANCE-APPLI
                        PIC Z(07).ZZ.
  15 FILLER
                        PIC X(03) VALUE SPACES.
  15 DATE-OF-CITATION
                       PIC X(10) VALUE SPACES.
  15 FILLER
                        PIC X(02) VALUE SPACES.
  15 FILLER PIC X(U2) VALUE SPACES.
15 RD-LIC-FEE-PNLT PIC X(08) VALUE SPACES.
  15 LIC-FEE-PNLT REDEFINES RD-LIC-FEE-PNLT
                        PIC Z(05).ZZ.
10 LINE-5-CONTROL-CHARACTERS.
                        PIC 1(09) VALUE 10.
  15 FILLER
  15 FILLER
                        PIC 1(09) VALUE 27.
                       PIC 1(09) VALUE 103.
  15 FILLER
                       PIC 1(09) VALUE 13.
  15 FILLER
10 LINE-6.
  15 NAME-2
                       PIC X(30) VALUE SPACES.
  15 FILLER
                        PIC X(02) VALUE SPACES.
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15 SECOND-NAME-STATUS PIC X(08) VALUE SPACES.
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 NAME-CODE-2
                      PIC X(01) VALUE SPACES.
  15 RD-TAXABLE-VALUE-APPLI PIC X(10) VALUE SPACES.
  15 TAXABLE-VALUE-APPLI REDEFINES RD-TAXABLE-VALUE-APPLI
                       PIC Z(07).ZZ.
  15 RD-TRADE-IN
                       PIC X(10) VALUE SPACES.
  15 TRADE-IN-VALUE-APPLI REDEFINES RD-TRADE-IN
                         PIC Z(07).ZZ.
                       PIC X(02) VALUE SPACES.
  15 RD-LIC-PENALTY-CREDIT PIC X(08) VALUE SPACES.
  15 LIC-PENALTY-CREDIT-APPLI REDEFINES
                  RD-LIC-PENALTY-CREDIT PIC Z(05).ZZ.
10 LINE-6-CONTROL-CHARACTERS.
  15 FILLER
                      PIC 1(09) VALUE 10.
                       PIC 1(09) VALUE 27.
  15 FILLER
  15 FILLER
                      PIC 1(09) VALUE 103.
  15 FILLER
                      PIC 1(09) VALUE 13.
10 LINE-7.
                      PIC X(25) VALUE SPACES.
  15 ADDRESS-2
  15 FILLER
                       PIC X(08) VALUE SPACES.
  15 VEH-REBATE PIC X(10) VALUE SPACES.
  15 VEH-REBATE-RD REDEFINES VEH-REBATE PIC Z(07).ZZ.
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 RD-SALES-USE-TAX PIC X(08) VALUE SPACES.
  15 SALES-USE-TAX REDEFINES RD-SALES-USE-TAX
                       PIC Z(05).ZZ.
  15 RD-PM-SALES-TAX
                      PIC X(10) VALUE SPACES.
  15 PM-SALES-TAX REDEFINES RD-PM-SALES-TAX
                       PIC Z(07).ZZ.
  15 RD-TRANSFER-FEE
                      PIC X(10) VALUE SPACES.
  15 TRANSFER-FEE REDEFINES RD-TRANSFER-FEE PIC Z(07).ZZ.
10 LINE-7-CONTROL-CHARACTERS.
  15 FILLER
                      PIC 1(09) VALUE 10.
                      PIC 1(09) VALUE 27.
  15 FILLER
  15 FILLER
                       PIC 1(09) VALUE 103.
  15 FILLER
                       PIC 1(09) VALUE 13.
10 LINE-8.
  15 CITY-STATE-2
                      PIC X(20) VALUE SPACES.
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 ZIP-CODE-2
                       PIC X(05) VALUE SPACES.
  15 FILLER
                      PIC X(18) VALUE SPACES.
                      PIC X(08) VALUE SPACES.
  15 RD-TAX-PENALTY
  15 TAX-PENALTY REDEFINES RD-TAX-PENALTY PIC Z(05).ZZ.
  15 RD-PM-TAX-PEN PIC X(10) VALUE SPACES.
  15 PM-TAX-PEN REDEFINES RD-PM-TAX-PEN
                       PIC Z(07).ZZ.
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 RD-NET-LIC-FEES
                      PIC X(08) VALUE SPACES.
  15 NET-LIC-FEES REDEFINES RD-NET-LIC-FEES PIC Z(05).ZZ.
10 LINE-8-CONTROL-CHARACTERS.
  15 FILLER
                       PIC 1(09) VALUE 10.
                       PIC 1(09) VALUE 27.
  15 FILLER
  15 FILLER
                       PIC 1(09) VALUE 103.
                       PIC 1(09) VALUE 13.
  15 FILLER
10 LINE-9.
  15 TT-LAVA
                      PIC X(02) VALUE SPACES.
  15 FILLER
                       PIC X(01) VALUE SPACES.
                      PIC X(01) VALUE SPACES.
  15 TT-LAVA-VOID
                       PIC X(03) VALUE SPACES.
  15 RES-Y-OR-N
  15 FILLER
                       PIC X(01) VALUE SPACES.
  15 TAXABLE-VAL-MANUF PIC X(05) VALUE SPACES.
  15 FILLER
                      PIC X(01) VALUE SPACES.
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15 RD-PM-TAX-CRED-APPL PIC X(08) VALUE SPACES.
  15 PM-TAX-CRED-APPL REDEFINES RD-PM-TAX-CRED-APPL
                        PIC Z(05).ZZ.
  15 FILLER
                       PIC X(18) VALUE SPACES.
  15 NR-OF-MORTGAGES
                      PIC X(01) VALUE SPACES.
  15 FILLER
                       PIC X(04) VALUE SPACES.
  15 RD-TAX-INTEREST
                     PIC X(08) VALUE SPACES.
  15 TAX-INTEREST REDEFINES RD-TAX-INTEREST
                        PIC Z(05).ZZ.
  15 RD-PM-INTEREST
                        PIC X(10) VALUE SPACES.
  15 PM-INTEREST REDEFINES RD-PM-INTEREST
                       PIC Z(07).ZZ.
  15 FILLER
                        PIC X(02) VALUE SPACES.
  15 RD-PAR-FEE
                       PIC X(08) VALUE SPACES.
  15 PAR-FEE REDEFINES RD-PAR-FEE PIC Z(05).ZZ.
10 LINE-9-CONTROL-CHARACTERS.
  15 FILLER
                       PIC 1(09) VALUE 10.
  15 FILLER
                       PIC 1(09) VALUE 27.
                       PIC 1(09) VALUE 103.
  15 FILLER
  15 FILLER
                       PIC 1(09) VALUE 13.
10 LINE-10.
                     PIC X(28) VALUE SPACES.
  15 LIENHOLDER
  15 FILLER
                       PIC X(05) VALUE SPACES.
  15 DATE-OF-LIEN
                       PIC X(10) VALUE SPACES.
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 RD-TAX-CREDIT-APPLI PIC X(08) VALUE SPACES.
  15 TAX-CREDIT-APPLI REDEFINES RD-TAX-CREDIT-APPLI
                       PIC Z(05).ZZ.
  15 WHL-LIFT
                       PIC X(10) VALUE SPACES.
  15 WHL-LIFT-RD REDEFINES WHL-LIFT PIC Z(07).ZZ.
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 RD-MORTGAGE-FEE PIC X(08) VALUE SPACES.
  15 MORTGAGE-FEE REDEFINES RD-MORTGAGE-FEE PIC Z(05).ZZ.
10 LINE-10-CONTROL-CHARACTERS.
  15 FILLER
                      PIC 1(09) VALUE 10.
  15 FILLER
                        PIC 1(09) VALUE 27.
  15 FILLER
                       PIC 1(09) VALUE 103.
  15 FILLER
                        PIC 1(09) VALUE 13.
10 LINE-11.
  15 ADDR-OF-LIENHOLDER PIC X(26) VALUE SPACES.
             PIC X(05) VALUE SPACES.
  15 FILLER
  15 AMT-OF-LIEN
                       PIC X(12) VALUE SPACES.
  15 AMT-OF-LIEN-APPLI REDEFINES AMT-OF-LIEN
                       PIC Z(09).ZZ.
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 RD-TAX-PENALTY PIC X(08) VALUE SPACES.
  15 TAX-PENALTY-CREDIT-APPLI REDEFINES RD-TAX-PENALTY
                        PIC Z(05).ZZ.
  15 RD-PM-PEN-CR
                    PIC X(10) VALUE SPACES.
  15 PM-PEN-CR REDEFINES RD-PM-PEN-CR
                        PIC Z(07).ZZ.
  15 FILLER
                        PIC X(02) VALUE SPACES.
  15 RD-MISC-FEES-APPLI PIC X(08) VALUE SPACES.
  15 MISC-FEES-APPLI REDEFINES RD-MISC-FEES-APPLI
                        PIC Z(05).ZZ.
10 LINE-11-CONTROL-CHARACTERS.
  15 FILLER
                       PIC 1(09) VALUE 10.
  15 FILLER
                        PIC 1(09) VALUE 27.
                       PIC 1(09) VALUE 103.
  15 FILLER
                       PIC 1(09) VALUE 13.
  15 FILLER
10 LINE-12.
  15 CITY-STATE-LIENHOLDER PIC X(19) VALUE SPACES.
                        PIC X(04) VALUE SPACES.
  15 FILLER
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15 ZIP-CODE-OF-LIENHOLDER PIC X(05) VALUE SPACES.
                        PIC X(17) VALUE SPACES.
  15 RD-VNDRS-COMPENSATION PIC X(08) VALUE SPACES.
  15 VNDRS-COMPENSATION REDEFINES RD-VNDRS-COMPENSATION
                        PIC Z(05).ZZ.
  15 RD-PM-VEND-CMP
                        PIC X(10) VALUE SPACES.
  15 PM-VEND-CMP REDEFINES RD-PM-VEND-CMP
                         PIC Z(07).ZZ.
  15 FILLER
                         PIC X(02) VALUE SPACES.
  15 RD-POSTAGE-APPLI
                        PIC X(08) VALUE SPACES.
  15 POSTAGE-APPLI REDEFINES RD-POSTAGE-APPLI
                        PIC Z(05).ZZ.
  15 SERVICE-HAND-FEE REDEFINES RD-POSTAGE-APPLI
                        PIC Z(05).ZZ.
10 LINE-12-CONTROL-CHARACTERS.
                       PIC 1(09) VALUE 10.
  15 FILLER
  15 FILLER
                       PIC 1(09) VALUE 27.
  15 FILLER
                       PIC 1(09) VALUE 103.
  15 FILLER
                       PIC 1(09) VALUE 13.
10 LINE-13.
  15 LIENHOLD-2
                       PIC X(28) VALUE SPACES.
  15 FILLER
                        PIC X(05) VALUE SPACES.
                    PIC X(10) VALUE SPACES.
PIC X(10) VALUE SPACES.
  15 DATE-2N-LIEN
  15 RD-NET-ST-TAX
  15 NET-ST-TAX REDEFINES RD-NET-ST-TAX
                        PIC Z(07).ZZ.
                       PIC X(10) VALUE SPACES.
  15 RD-NET-PM-TAX
  15 NET-PM-TAX REDEFINES RD-NET-PM-TAX
                        PIC Z(07).ZZ.
  15 FILLER
                        PIC X(02) VALUE SPACES.
  15 RD-TITLE-FEE
                       PIC X(08) VALUE SPACES.
  15 TITLE-FEE REDEFINES RD-TITLE-FEE PIC Z (05).ZZ.
10 LINE-13-CONTROL-CHARACTERS.
  15 FILLER
                       PIC 1(09) VALUE 10.
                       PIC 1(09) VALUE 27.
  15 FILLER
  15 FILLER
                        PIC 1(09) VALUE 103.
  15 FILLER
                        PIC 1(09) VALUE 13.
10 LINE-14.
  15 ADDR-OF-LIENHOLD-2 PIC X(26) VALUE SPACES.
  15 FILLER
                        PIC X(05) VALUE SPACES.
  15 RD-AMT-2N-LIEN-APPLI PIC X(12) VALUE SPACES.
  15 AMT-2N-LIEN-APPLI REDEFINES RD-AMT-2N-LIEN-APPLI
                        PIC Z(09).ZZ.
  15 RD-RECOVERY-DIST-TAX PIC X(10).
  15 RECOVERY-DIST-TAX REDEFINES RD-RECOVERY-DIST-TAX
                         PIC Z(7).ZZ.
  15 RD-TOURISM-TAX
                         PIC X(10) VALUE SPACES.
  15 TOURISM-TAX REDEFINES RD-TOURISM-TAX
                        PIC Z(07).ZZ.
  15 FILLER
                         PIC X(02) VALUE SPACES.
  15 RD-TITLE-HAND-FEE PIC X(08) VALUE SPACES.
  15 TITLE-HAND-FEE REDEFINES RD-TITLE-HAND-FEE
                         PIC Z(05).ZZ.
10 LINE-14-CONTROL-CHARACTERS.
  15 FILLER
                         PIC 1(09) VALUE 10.
  15 FILLER
                        PIC 1(09) VALUE 27.
  15 FILLER
                        PIC 1(09) VALUE 103.
  15 FILLER
                        PIC 1(09) VALUE 13.
10 LINE-15.
  15 CITY-STATE-LIENHOLD-2 PIC X(19) VALUE SPACES.
  15 FILLER
                        PIC X(04) VALUE SPACES.
  15 ZIP-CODE-OF-LIENHOLD-2 PIC X(05) VALUE SPACES.
  15 FILLER
                        PIC X(10) VALUE SPACES.
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15 UNDER-PROTEST-MSG PIC X(30) VALUE SPACES.
10 LINE-15-CONTROL-CHARACTERS.
  15 FILLER
                      PIC 1(09) VALUE 10.
  15 FILLER
                      PIC 1(09) VALUE 27.
  15 FILLER
                      PIC 1(09) VALUE 103.
  15 FILLER
                      PIC 1(09) VALUE 13.
10 LINE-16.
                 PIC X(03) VALUE SPACES.
  15 DEALER-CODE
                       PIC X(01) VALUE SPACES.
  15 FILLER
  15 CLASS-APPLI VALUE SPACES.
                   PIC 9(02).
     20 TYPE-APPLI
     20 USE-APPLI
                      PIC 9(02).
                      PIC X(02) VALUE SPACES.
  15 FILLER
  15 SPECIAL-FEES
                      PIC X(02) VALUE SPACES.
                      PIC X(01) VALUE SPACES.
  15 FILLER
  15 NO-TAX-CODE
                      PIC X(02) VALUE SPACES.
  15 FILLER
                      PIC X(02) VALUE SPACES.
                  PIC X(12) VALUE SPACES.
  15 VHCL-USE
  15 RD-OLD-EXPIR-DATE PIC X(07) VALUE SPACES.
  15 OLD-EXPIR-DATE REDEFINES
                      RD-OLD-EXPIR-DATE PIC 9(07).
  15 FILLER
                       PIC X(02) VALUE SPACES.
  15 RD-EXPEDITED-FEE PIC X(08) VALUE SPACES.
  15 EXPEDITED-FEE REDEFINES
                  RD-EXPEDITED-FEE PIC Z(05).ZZ.
  15 FILLER
                       PIC X(21) VALUE SPACES.
                     PIC X(06) VALUE SPACES.
  15 RD-PSCICC-FEE
  15 PSCICC-FEE REDEFINES RD-PSCICC-FEE PIC Z(03).99.
10 LINE-16-CONTROL-CHARACTERS.
  15 FILLER
                      PIC 1(09) VALUE 10.
                      PIC 1(09) VALUE 27.
  15 FILLER
  15 FILLER
                      PIC 1(09) VALUE 103.
  15 FILLER
                      PIC 1(09) VALUE 13.
10 LINE-17.
  15 APPLICATION-FLAGS PIC X(23) VALUE SPACES.
                      PIC X(03) VALUE SPACES.
  15 FILLER
  15 MVR-IBM-BATCH-NR PIC X(10) VALUE SPACES.
  15 RD-MVR-IBM-BATCH-NR REDEFINES
                       MVR-IBM-BATCH-NR PIC 9(10).
  15 SLASH-2
                       PIC X(01) VALUE '/'.
                       PIC X(05) VALUE SPACES.
  15 MVR-IBM-SEQ-NR
  15 RD-MVR-IBM-SEQ-NR REDEFINES
                      MVR-IBM-SEQ-NR PIC 9(05).
  15 FILLER
                       PIC X(25) VALUE SPACES.
  15 RD-SAV-FEE-APPLI PIC X(06) VALUE SPACES.
  15 SAV-FEE-APPLI
                      REDEFINES
                       RD-SAV-FEE-APPLI PIC Z(03).99.
10 LINE-17-CONTROL-CHARACTERS.
  15 FILLER PIC 1(09) VALUE 10.
  15 FILLER
                      PIC 1(09) VALUE 27.
  15 FILLER
                      PIC 1(09) VALUE 103.
  15 FILLER
                      PIC 1(09) VALUE 13.
10 LINE-18.
                   PIC X(08) VALUE SPACES.
  15 PREV-TITLE-NR
  15 ASTERISK
                      PIC X(01) VALUE SPACES.
  15 FILLER
                      PIC X(01) VALUE SPACES.
  15 PREV-STATE
                      PIC X(02) VALUE SPACES.
  15 FILLER
                      PIC X(02) VALUE SPACES.
                     PIC X(08) VALUE SPACES.
  15 PREV-LIC-NR
  15 RD-PREV-LIC-NR REDEFINES PREV-LIC-NR.
     20 A-PREV-LIC-NR PIC X(01) OCCURS 8 TIMES.
  15 FILLER
                      PIC X(02) VALUE SPACES.
  15 PREV-RENEW-DATE PIC X(07) VALUE SPACES.
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PIC X(02) VALUE SPACES.
          15 FILLER PIC X(02) VALUE SPACES.
15 REPRINT-OPR PIC X(04) VALUE SPACES.
15 FILLER PIC X(02) VALUE SPACES.
          15 FILLER
          15 HCL-OR-HCP-MSG PIC X(03) VALUE SPACES.
15 FILLER PIC X(04) VALUE SPACES.
          15 OFFICE-CODE
                               PIC 9(03) VALUE ZEROES.
          15 FILLER
                               PIC X(04) VALUE SPACES.
          15 RD-TOT-TAXES
                               PIC X(10) VALUE SPACES.
          15 TOT-TAXES REDEFINES RD-TOT-TAXES PIC Z(07).ZZ.
          15 FILLER
                           PIC X(02) VALUE SPACES.
          15 RD-TOT-FEES
                                PIC X(08) VALUE SPACES.
          15 TOT-FEES REDEFINES RD-TOT-FEES PIC Z(05).ZZ.
       10 LINE-18-CONTROL-CHARACTERS.
          15 FILLER
                               PIC 1(09) VALUE 10.
          15 FILLER
                                PIC 1(09) VALUE 27.
          15 FILLER
                               PIC 1(09) VALUE 103.
          15 FILLER
                               PIC 1(09) VALUE 13.
       10 LINE-19.
          15 NEW-OR-USED PIC X(01) VALUE SPACES.
15 FILLER PIC X(02) VALUE SPACES.
          15 DATE-CAR-ACQUIRED PIC X(10) VALUE SPACES.
          15 FILLER PIC X(02) VALUE SPACES.
          15 TITLE-NR
                                PIC X(08) VALUE SPACES.
          15 FILLER
                                PIC X(02) VALUE SPACES.
          15 MICROFILM-NR
                                PIC X(10) VALUE SPACES.
          15 FILLER
                                PIC X(04) VALUE SPACES.
          15 RD-DCT-PAGE-COUNT PIC X(04) VALUE SPACES.
          15 DCT-PAGE-COUNT REDEFINES
                               RD-DCT-PAGE-COUNT PIC Z(03)9.
          15 FILLER
                                PIC X(01) VALUE SPACES.
          15 OPERATOR-CODE
                               PIC 9(04) VALUE ZEROES.
          15 RD-SCOPE-NR PIC X(05) VALUE SPACES.
          15 SCOPE-NR REDEFINES RD-SCOPE-NR PIC Z(04)9.
          15 FILLER PIC X(06) VALUE SPACES.
          15 DONT-MATCH-ASTRKS PIC X(02) VALUE SPACES.
          15 RD-TOTAL-CHARGE PIC X(09) VALUE SPACES.
          15 TOTAL-CHARGE REDEFINES RD-TOTAL-CHARGE PIC Z(06).ZZ.
    05 END-SCREEN-CONTROL-CHARACTERS.
       10 FILLER
                                 PIC 1(09) VALUE 12.
       10 FILLER
                                 PIC 1(09) VALUE 27.
                                PIC 1(09) VALUE 103.
       10 FILLER
       10 PRINT-CONTROL-CHAR PIC 1(09) VALUE ZEROES.
10 FILLER PIC 1(09) VALUE 3.
01 APPLICATION-FORM-WRDCNT PIC 9(10) COMP VALUE 385.
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